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GENERAL HEADINGS.

CURRENT TOPICS.....	503	ENEMY PROPERTY IN ENGLAND.....	515
COALITION CABINETS.....	506	LAW STUDENTS' JOURNAL.....	515
ENEMY BANK NOTES.....	507	OBITUARY.....	516
REVIEWS.....	508	LEGAL NEWS.....	516
NEW ORDERS, &c.....	512	COURT PAPERS.....	516
SOCIETIES.....	513	CREDITORS' NOTICES.....	521
THE RETIRING AND THE NEW LORD CHANCELLOR.....	515	BANKRUPTCY NOTICES.....	521

Cases Reported this Week.

Beer, Re. Brewer v. Bowman.....	510
Clerke and Wife v. Corporation of St. Helens.....	509
Grundt (deceased), In the Estate of. In the Estate of Oetl (deceased).....	510
Jarrott v. Ackerley.....	509
London County Council v. South-Eastern Railway Co.....	508
The North-Eastern Insurance Co. (Lim.), Re.....	510
"The Poona".....	511
Tribe, Re. Tribe v. Dean and Chapter of Truro Cathedral.....	509
Tubbs, Re. Dykes v. Jubbs.....	508

Current Topics.

The Appeal Cause Lists.

THE APPEAL cause lists for Trinity Sittings show practically the same total as at the commencement of last sittings—215 now as against 213 then; but while the Chancery appeals have fallen from 45 to 24, the King's Bench appeals have risen from 132 to 146, and the Workmen's Compensation cases from 21 to 30. A year ago the total was 303, including 34 Chancery appeals, 179 King's Bench appeals, and 73 Workmen's Compensation appeals.

The High Court Lists.

THE Chancery Division lists show a tendency to revive. The total number of ordinary matters is now 244 as against 218 at the beginning of the Easter Sittings; but the company matters have dropped from 48 to 36. A year ago the corresponding numbers were 257 and 42. We have not at present the full King's Bench Division lists, but the list of actions for trial shows what was generally known at the end of last sittings—that the business is rapidly shrinking. The total is 91, made up of 24 special juries, 9 common juries, 13 non-juries, 38 commercial causes, 5 Order 14 causes and 2 assigned actions. At the commencement of last sittings the total was 158, and a year ago 250. There seems to be little chance at present of getting back to the total of 510 which was reached in Michaelmas, 1913, though this, we believe, represented arrears due to an insufficiency of judges.

The Retirement of Lord Haldane.

WE VERY greatly regret that the reconstruction of the Ministry has involved the retirement of Lord HALDANE. This is evidently the result of the insidious campaign which a portion of the press has carried on against the two great administrators to whom our military efficiency is due—Lord HALDANE and Lord KITCHENER; against the former for months past, against the latter, recently. In the case of Lord KITCHENER public indignation has defeated the ungrateful attack; in the case of Lord HALDANE it has unhappily proved successful. The

ironical result, follows that in our new War Cabinet no place is found for the able organizer who took over nine years ago the arduous task of resolving the confusion into which the Boer War had cast our military system; who re-shaped the regular army and created the Expeditionary Force in its present day form; who created and made efficient—despite numberless attacks—our Territorial Army, which has distinguished itself so highly in the front line. It is due to Lord HALDANE, and to no one else, that we were able to assist Belgium at the beginning of the war with an efficient army, and that we were able to refill the gaps in our army line with Territorials and Special Reservists so as to hold our own until the New Armies created by Lord KITCHENER were ready for the front. This task Lord HALDANE accomplished in the face of bitter hostility and captious criticism; and now that his good work has borne its fruit, he has met with what it is difficult to describe as anything else than the rankest ingratitude. The case is made worse by the fact that the attack on him is founded on his former associations with Germany, and the incident is one of which politicians of all shades of opinion have reason to be ashamed. It will be for the future to disclose how the Prime Minister brought himself to part with the Lord Chancellor. So far as a judgment can be formed at present, the omission of Lord HALDANE not only impairs the efficiency of a Government which is nothing if not efficient, but denotes a lowering of the standard of public life.

Lord Haldane as Chancellor.

LORD HALDANE'S philosophy has doubtless taught him to bear with stoical equanimity the injustice of popular fickleness fostered by a sensation loving press. His reputation as a lawyer and a judge is too firmly rooted to be disturbed by the accidents of momentary national sentiment. He is known to both branches of the profession as a singularly able and subtle advocate, who achieved quite early in life an unusually large practice as a Chancery special and before the Privy Council, and who showed in the two final tribunals the same lucidity and power of reasoning which had won him his success in the courts. Scholarly lawyers will remember the singular clearness of mind which enabled him, in the celebrated *Birkbeck case*, to resolve all the tangles into which the judges below had tied the rights of the Birkbeck depositors. By the simple device of applying the principle, that he who purchases property with the funds of another is *prima facie* a trustee of the property for that other, he found a means of satisfying equity, and recognizing the claims of the depositors to a resulting beneficial interest in the securities in which their funds, borrowed *ultra vires* by the company, had been invested. As a law reformer his main efforts have been devoted to raising the efficiency and reputation of the Judicial Committee as the Imperial Final Court of Appeal, and to attempting the reconciliation between private conveyancing and registration of title which, with great skill and infinite trouble, was embodied in the Real Property and Conveyancing Bill. The extension and improvement of county court jurisdiction, which was a legacy from his predecessor, he did not find opportunity to undertake, and of course his scheme of conveyancing reform is still only a scheme. We may express the hope, however, that in more propitious times his assistance will be given in this matter, and, if we may look so far forward, it is satisfactory that the new Lord Chancellor is also greatly interested in conveyancing reform, an interest which was shewn in the leading and very useful part he took as a member of the last Land Transfer Commission. As a lawyer, a judge, a philosopher, and an administrator Lord HALDANE well deserves to have written under his name the motto, "*Mens Aequa in Arduis*," which Lord MACAULAY suggested for another great but unfortunate statesman.

The New Lord Chancellor.

APART FROM the circumstances which have brought it about, the elevation of Sir STANLEY BUCKMASTER to the Woolsack will gratify all members at the Bar. Sir STANLEY has long been known as an admirable equity lawyer whose scholarly knowledge of legal principles is enhanced by much distinction

and dignity of forensic style. His promotion has come speedily. It is little more than eighteen months since he became Solicitor-General, and at that quite recent date he was only one of several Liberal lawyers on whom that office might have been conferred. Probably no law officer of recent years has been less of a political partisan than he. One has to recall the names of St. LEONARDS and CRANWORTH to find a Chancellor around whose personality so little of party complexion seems to linger. Sir STANLEY BUCKMASTER has been fortunate in the series of accidents which has caused him his rapid promotion. The sudden reconstitution of the Government, and the unexpected political ambitions of Sir JOHN SIMON, have opened for him a gate that not so long ago seemed unlikely ever to admit him within its portals. It is understood that for some days Mr. ASQUITH was hesitating between the names of Sir STANLEY and an eminent law-lord for the Chancellorship; and although the scales have at last descended in favour of its new occupant, it at one time seemed probable that the Premier would make a new precedent by conferring the highest legal dignity on an eminent judge who had never sat in the House of Commons and whose politics none knows. That Sir STANLEY BUCKMASTER'S claims should have outweighed those of Lord PARKER is a significant tribute to the high esteem in which he is held.

Sir John Simon's Grand Refusal.

SIR JOHN SIMON has made, in the picturesque phrase of DANTE, *il gran rifiuto*; but assuredly, unlike the Pope to whom the line is supposed to refer, he has not made it *per rillato*, or, as Carey translates it, through "base fear." Probably no man before was ever offered the Woolsack at 42, and certainly no man has refused it for the lesser office of Home Secretary. There have been one or two lawyers who have refused the Woolsack for reasons of political conscience; of these Lord JAMES of Hereford is the latest and most famous example. But the new Home Secretary has refused, while yet his days of youth at the Bar are scarcely over, the greatest prize in his profession, because he prefers a political career. To choose the Woolsack and the House of Lords is to bid good-bye to the future leadership of the Liberal Party, for no peer is likely to lead that party in the years to come. The steadfast coolness of judgment and the intellectual courage which can lead a lawyer to reject the dazzling prize in the hand for the possible chance of a greater prize in the future are indeed rare qualities; one feels that conspicuous greatness of mind and grandeur of will are shown by the man who can so act. A century and a half ago another brilliant and famous lawyer, Lord MANSFIELD, had likewise to choose between high judicial office and the leadership of the Whig party. A certain timidity of mind, MACAULAY tells us, led him to prefer the safe and dignified office of Lord Chief Justice. Sir JOHN SIMON has disdained to follow Lord MANSFIELD'S precedent; he has chosen the thorny path of a political career. The reason doubtless is that in his heart and intellect mere worldly ambition hold only a second place; the passion for social reform and public service is the dominant note.

Piracy and Warfare.

WE HAVE received an advance copy of an article on Piracy and the Public Ships of Germany, which has been contributed to the June number of the American law magazine, *Case and Comment*, by Mr. DANIEL CHAUNCEY BREWER, an eminent member of the Boston Bar. It was written several weeks ago, and was prompted by the technically inaccurate way in which the English and American Press—and also, it seems, English officials—were applying the word "piracy" to the developments of German submarine warfare which followed the German declaration last February of all the seas round Great Britain as a war area; but it has received additional interest from the sinking of *The Lusitania*. That the term "piracy," as applied under the circumstances in question, was technically inaccurate was at once recognized in this country. We ourselves said (*ante*, p. 329) that "although the charge of piracy is freely made, this, of course, is only in a popular sense. It is the chief ingredient of piracy that the ship guilty of it shall not be acting under the authority of any recognized State."

Acts which are piratical when done without due authority are acts of war when done under the authority of a State (Hall, *International Law*, 6th ed., p. 254). And Mr. BREWER has no difficulty in establishing that the depredations of German submarines on British and neutral merchant ships are acts of war and not piracy, and he refers to Prof. OPPENHEIM's statement (*International Law*, Vol. I, p. 341) that a "man-of-war or other public ship, so long as she remains such, is never a pirate." But of course the question whether the deeds of the German Admiralty are technically piracy or not is a small matter compared with the question of their real nature, and as to this Mr. BREWER has no doubt. He says:—

It is not to be conceived that the most astute of statesmen or the most Machiavellian of counsellors ever imagined, in the twilight days when treaties were becoming respectable and intercourse between people of different stock was becoming more frequent, that the time would come when Imperial authority would be found strenuously engaged in sowing destruction on the high seas without regard to the laws of God or the nationality of the victim.

Otherwise, as he points out, the qualification that piracy is an act of robbery done without State authority would have been omitted, and he continues:—

In that case no commission from an organized State would save the captain of *The Eitel Friedrich* who has manifestly gone beyond the commonly accepted rules of war, which permit the condemnation of contraband cargo, but never have recognized the right to sink a ship on the high seas under the existing circumstances; nor the men directing the infamous submarine campaign which has been inaugurated by Germany in the English Channel and adjacent waters.

This was written in reference to the depredations committed by *The Eitel Friedrich*, and Mr. BREWER would have found it difficult to make his words adequate to describe the conduct of the captain of *The Lusitania*. Inasmuch as "piracy" is not large enough to cover the misdeeds of Germany, he recommends that the term should be extended by international agreement, or, if the prospect of that is remote, by such a revision of the municipal law of Great Britain and France and neutral nations as will make these acts technically criminal, and compel Germany to abstain from a practice which, if followed by similar successful departures, "is sure to threaten the foundations of society."

Reprisals and Punishment.

THE QUESTIONS of reprisals, and of the responsibility of the German authorities for the deterioration in the practices of war which has characterized their actions ever since last August, are partly of immediate and partly of future importance. The slight measure of reprisal—if such it can be called—which our Admiralty took in subjecting captured submarine crews to special treatment was not happy in its results; and this is the fatal objection to reprisals. They commence a competition in departure from the recognized practice of war, and the final result is on the side of the nation which is willing to sink the lowest. According to the rules for reprisals adopted by the Institute of International Law, they can only be resorted to in grave cases where they are an imperative necessity, and they must never exceed the degree of the violation committed by the enemy; and, further, they must in every case respect the laws of humanity and morality. This latter condition would forbid the use of gas by the Allied armies against the Germans. It is commonly said that such use is necessary by way of self-defence, and the matter was put on this ground recently by Lord KITCHENER in the House of Lords:—"His Majesty's Government, no less than the French Government, feel that our troops must be adequately protected by the employment of similar methods so as to remove the enormous and unjustifiable disadvantage which must exist for them if we take no steps to meet on his own ground the enemy who is responsible for the introduction of this pernicious practice." However, this, so far as is known, has not been done at present, and it may be hoped that some means may be avoided of using this kind of German frightfulness. At the same time, if the laws of humanity and morality are to be the measure of national conduct, it is obvious

that war itself is forbidden, for there is no rule of humanity in the state of Europe to-day. That some of the worst excesses can be stopped by threats of holding the authors personally responsible appears from the success of Sir EDWARD GREY's threats to the Turkish Government with reference to the treatment of British and French subjects at Gallipoli, though whether they will be effectual to stop the massacre of Armenians remains to be seen. For the sake of consistency similar threats should be made to the German authorities, but here other considerations come in, and it will be better to punish after the war than threaten during its continuance. Meanwhile we have Sir OWEN SEAMAN's verse on the sequel to the "Day":—

"And, lo, there dawns another, swift and stern,
When, on the wheels of wrath, by Justice' token;
Breaker of God's own Peace, you shall in turn
Yourself be broken."

War and the Statute of Limitations.

THE *Harvard Law Review* for May contains two interesting articles, one on "The Remoteness of General Powers" and the other on "The Effect of War on the Operation of the Statutes of Limitation." The former we hope to notice hereafter; the latter deals with a subject as to which modern English law affords no certain indication. Does the existence of war between two States prevent the running of the statute as between citizens of those States? The disability of absence beyond seas was abolished by the Mercantile Law Amendment Act, 1856, s. 10; but where the defendant is beyond seas the statute does not commence to run until he is in this country (4 Anne, c. 16, s. 19, as to simple contract and tort; Civil Procedure Act, 1833, s. 4, as to specialty debts). Hence, so far as regards mere absence, the statute would run against an alien abroad who had to sue in this country, but it would not run against a creditor who wished to sue an alien abroad. Mr. C. N. GREGORY, who is the writer of the article referred to, sees in the former of these rules a reason why the question of the effect of foreign war on the running of the statute has not been litigated in England, though he refers to some old authorities as to the effect of civil war, in which it was held that the fact of the courts being closed was no bar to the running of the statute, since no such exception was recognized by the Legislature (*Hall v. Wybourn*, 2 Salk. 420; *Prideaux v. Webber*, 1 Lev. 31; *Lee v. Rogers*, 1 Lev. 111); and this rule was recognized by Sir WILLIAM GRANT, M.R., in *Beckford v. Wade* (17 Ves. 87). These cases, Mr. GREGORY points out, depend only on the fact of the courts being closed, and not on the fact of the parties being divided by the line of war. But on both grounds the matter has, it seems, been considered and adjudicated upon in the United States. In *Wall v. Robson* a British subject was unable to sue an American in consequence of the war of 1812, and it was held that, since the right of action was suspended by the war, so also was the running of the statute; and similar decisions were given in cases arising after the civil war, both where the parties were divided by the line of war and where the action was impracticable owing to the closing of the courts. A leading case is that of *Hanger v. Abbott* (6 Wall. U.S. Rep. 532), where the court treated the doctrine of the suspension of the remedy during war as necessarily introducing an exception into the statute, notwithstanding that there was no express exception, and the old English cases were treated as not authoritative; and this has been followed by a series of cases to which Mr. GREGORY refers. He submits that the authorities establish that the Statute of Limitations will not run: (1) When parties are so divided by the line of war that the plaintiff cannot have access to the court; (2) when the court to which the plaintiff has a right to have recourse does not sit on account of the disorder of the war. There is an expression of a contrary opinion by Lord BRAMWELL in *De Wahl v. Braune* (25 L. J. Ex. 343), but that was only *obiter*.

Accident "Arising Out of" Employment.

YET ANOTHER leading case has been added by the House of Lords to its decisions upon the right of workmen's dependants to statutory compensation when their protector is drowned while temporarily on shore. *Parker (pauper) v. Owners of Black Rock* (ante, p. 475) is important, because of a very ingenious conten-

tion raised by the appellant, which failed to convince any court, but had led in the Court of Appeal to a dissenting judgment by Sir SAMUEL EVANS, P. The appellant's husband was a fireman on board the steamship *Black Rock*, employed under articles which declared that the crew were to find their own provisions. His ship arrived at Newlyn one afternoon, and moored inside the pier. PARKER went on shore to buy provisions, and while returning on board fell into the water and was drowned; the accident did not occur on a gangway between the pier and the ship. Now, up to a certain point, the rules of law which govern a case of this kind have long been well settled and are known to every practitioner. If a seaman goes ashore on duty, an accident happening to him as he returns on board arises out of his employment, and he is entitled to compensation; if he goes on shore for his own purposes, and, still more, if he goes on shore without leave, the accident does not arise out of the employment: *Mitchell v. Steamship Saxon* (5 B. W. C. C. 623). But in the present case the point was, whether or not the man was on duty when he went ashore to buy provisions for himself. Of course, if he had been sent on shore and had been under a general duty to go on shore to buy provisions for the whole crew, it is clear that his absence would have been absence on duty. But his counsel ingeniously contended that under the articles he was bound to provide himself with food in order to perform his contractual obligation, that therefore he was legally bound to go on shore to get provisions, and that absence for this purpose was absence on duty, that is, absence necessary to perform his contractual duty. The House of Lords, however, rejected this contention, as all the courts below had done. And Lord LOREBURN went so far as to say that "they could not see in this case that this unfortunate man promised his employers that he would feed himself." With deference, this sounds rather like the dictum of the French nobleman who could not see the necessity of the peasant living. It is not easy to guess how the crew could carry out their contract unless they fed themselves, and the clause in the contract shews that both parties contemplated they would do so.

Coalition Cabinets.

"ENGLAND does not love coalitions." This phrase of DISRAELI'S, uttered in 1852, when Lord DERBY and he were driven from office by a combination of Whigs, Manchester Radicals, and Peelite Conservatives, has often been quoted before, and no doubt will often be quoted again. It expresses a real truth. It means that the people of England wish Governments to be their servants or Ministers, and not their masters. Therefore, they feel instinctively that the existence of a powerful Opposition, ever ready to criticize blunders and invasions of liberty, ever ready to furnish the King and the Country with an alternative Government, is essential to the maintenance of popular freedom. A Party Cabinet dare not do autocratic things; for, if it does, it will be defeated, and its rivals will take its place. A Coalition Cabinet, on the other hand, can do just what it pleases. It commands the support of the whole Legislature, and has no rivalry to fear. The liberties of Englishmen are ever in danger under a Coalition Cabinet, and therefore the plain Englishman has an instinctive dread of coalitions.

But, although Britons do not love coalitions, yet in times of emergency they have more than once turned towards them. A national Government makes a deep appeal when great national interests are at stake. At such moments the nation is prepared to make some sacrifice of liberty in the interests of efficiency. In such moments, like the *Populus Romanus* of old, it reluctantly assents to something in the nature of a Dictatorship. And a Coalition Cabinet forms a group of joint Dictators, or the nearest approach thereto that is possible under Parliamentary institutions. But this joint Dictatorship is accepted only with marked reluctance and is never popular; if the members of a Coalition Cabinet are wise, they will not strain their powers or the allegiance of the people too far.

In the past history of Parliamentary England, we believe, there have been five cases of Coalition Cabinets and only five. The

famous coalition of Fox and NORTH was an Opposition Coalition, and failed to get into power because the younger PITT was willing to take the responsibility of governing with a minority. The five to which we refer are the Revolution Ministry of 1689, the "Whig" Ministry of MARLBOROUGH and GODOLPHIN, the "Patriot" Ministry formed on the fall of WALPOLE, the "Ministry of all the Talents" in 1806, and the ABERDEEN Cabinet of 1852. Of these only the first was a national Ministry in the sense that the present Cabinet may be called one. The others were only combinations of previously hostile parties who united to further some special end. We propose to consider each in some brief detail.

In February, 1689, the Lords and Commons of England met in a convention, declared the Throne of England vacant by the abdication of King JAMES, and offered the crown to WILLIAM and MARY. In this convention, which, on the acceptance of its offer by the new Sovereigns, declared itself a Parliament, Whigs and Tories were at first united. The offer of the crown was, indeed, a compromise between their respective views, for the Tories wished MARY to be sole queen since she was next heir to the throne, and the Whigs wished to give the crown to WILLIAM. Other compromises were necessary. The chief of these was a compromise between Churchmen and Dissenters, and this was effected by the Toleration Act, April, 1689, which allowed Dissenters—other than Unitarians—to possess chapels and services of their own, but denied them office in the State or in corporations. Indeed, it may be said that WILLIAM'S Coalition Cabinet, formed of Whigs and Tories alike, came into existence in order to effect these two compromises—the Revolution Settlement in Church and State. But in addition to the Bill of Rights and the Toleration Act, it is interesting to notice that this united Parliament and Ministry succeeded in putting on the Statute Book an Act of very great importance, which up to then no Parliament, whatever its political complexion, would agree to pass—namely, the Mutiny Act. For the Mutiny Act gave the King, through his officers, power to put soldiers to death for offences against discipline, and this had hitherto been regarded as a tremendous invasion of the liberties of the subject. Indeed, the passing of this Act was largely responsible for the subsequent unpopularity of the Ministry. Within a year WILLIAM had dismissed it, and within the next thirteen years he dissolved Parliament six times in the effort to get a Parliamentary majority for his Coalition Ministries; but he never got one long. At last he abandoned the experiment and accepted a Party Cabinet composed solely of Whigs.

While the first Coalition Cabinet—that of 1689—was called into being from the necessity of arranging a national settlement in Church and State and Army, the next was adopted under Queen ANNE for the purpose of prosecuting her Continental war against LOUIS XIV. It is known as the Ministry of Lord GODOLPHIN, and lasted from 1702 to 1710. It came about through the simple fact that Queen ANNE was herself a Tory and insisted on having a Tory Ministry. But GODOLPHIN and MARLBOROUGH, its leading members, were anxious to prosecute vigorously the war with France; indeed, the first act of their Ministry was to issue the Declaration of War; whereas the Tories were lukewarm about fighting a Roman Catholic power. Hence MARLBOROUGH and GODOLPHIN found it necessary to get Whig support, for the Whigs were keen on the war. They began by admitting a few Whigs to the Cabinet, in order that the war-party might assist in the direction of the war. The inevitable result followed that the Whigs became more and more powerful in the Ministry until it consisted of none but Whigs. In the meantime the nation was growing very tired of the war, and at last ANNE got rid of her Coalition Ministry altogether, to replace it with a Tory Ministry, who promptly negotiated the famous Peace of Utrecht.

War, again, brought about the third of our Coalition Cabinets. Sir ROBERT WALPOLE, the great Peace Minister of GEORGE I., a Whig and a great financier, was in power in 1733 when the Spanish Monarch entered into a "family compact" with the King of France which aroused bitter anger in England. The cry for war arose from the Tory Opposition, from WALPOLE'S

Whig colleague, TOWNSHEND, whom he had dismissed and who had a considerable personal following, and from a little band of Radical Whigs, led by PULTENEY and WILLIAM PITT, who called themselves the "Patriots." In 1739 public opinion forced WALPOLE against his will to go to war, and soon this war began to prove unsuccessful. We were beaten by the Spaniards at Cartagena in 1741, and a General Election which followed left WALPOLE in a minority. The result was that a Coalition Ministry of Tories, Whigs, and "Patriots" was formed under the leadership of CARTERET to prosecute the war. In 1744 HENRY PELHAM became Prime Minister, and the Coalition Cabinet earned the popular name of the "broad-bottom" Ministry. This Coalition Ministry was in office during the Rebellion of 1745, and there can be little doubt that the presence of these leaders in the Government went a long way towards restraining Tories who would otherwise have joined the Pretender. The Coalition, on the whole, succeeded in preventing civil war, but it failed in foreign affairs. The PELHAM Ministry made such a mess of the war that at last the country called for WILLIAM PITT, who formed a purely Whig Ministry in 1756, and soon replaced a feeble by a vigorous war policy.

Still another coalition came on the scene in 1806 when the younger PITT died in the middle of a new war with Napoleon. The King and Parliament were aghast at the idea of allowing the incompetent ADDINGTON to succeed him—"PITT is to ADDINGTON as London is to Paddington," it was said—and refuge was taken in a Coalition, the famous "Ministry of all the Talents." Lord GRENVILLE, a Whig, was Premier, and FOX (who, however, died a month or two later) was Foreign Secretary. ADDINGTON joined the Government with the leading Tories. The Coalition prosecuted the war with vigour, but it initiated a fatal policy which in the long run led to war with America—namely, the famous policy of closing the whole Continent to foreign trade by a series of Orders in Council. It did not last long, for its Whig members insisted on raising the question of Catholic Emancipation. The KING dismissed the Ministry in 1807 and placed CASTLEREAGH in power to carry on the war.

Our fifth Coalition, that of 1852, was in no way concerned with questions of war. Its object was to safeguard Free Trade, introduced by PEEL in 1845 against his own party with the aid of Whig and Radical votes. DERBY and DISRAELI had just formed a Conservative Ministry out of the Protectionist minority in the House. With the aid of the Peelite Conservatives, they might get a majority, and such a majority might be induced for the sake of party unity to adopt some compromise between Free Trade and Protection. The Free Trade supporters of PEEL feared this, and to obviate the danger they formed a Coalition with the Whigs and the Manchester party. A Cabinet of five Peelites, five Whigs, and one Radical was formed under the presidency of Lord ABERDEEN. But it proved a failure in 1854 when the Crimea war broke out, and the country insisted on its going out of office. PALMERSTON then formed a purely Whig Ministry, which carried the war to a successful conclusion.

It will be seen, then, that out of five Coalition Cabinets in modern times, three have been concerned with the prosecution of war—namely, GODOLPHIN'S Ministry, the broad-bottomed Cabinet of PELHAM, and the GRENVILLE "Ministry of all the Talents." Another was formed in order to carry through a national revolution, and the last for the purpose of safeguarding Free Trade. But only the first of these Coalitions really had behind it both parties in the State. The others had a following drawn from both the great parties reinforced by one or two smaller groups; but they were always faced with a numerous opposition party which in the long run drove them from office. History repeats itself. The Coalition of 1915 may possibly last a long time and will probably last through the war. But it is not likely to command a unanimous following in the House or the country during all that time. What has happened before is likely to happen again. A small opposition of critical spirits will certainly grow up; Ministerial measures which are deemed to infringe on the liberty of the subject will excite opposition in a considerable section of the community; slowly but surely the few dissentients whose voices are heard to-day will become a numerous party; they will at last present an alternative

Ministry, and one day they will replace the Coalition Ministry which by that time will have become in substance the leaders of one party only. Party government is inherent in the instincts of the English race, and the attractive ideal of a National Government is probably destined to be no more than a transient and embarrassed phantom.

Enemy Bank Notes.

OPINION is divided as to the propriety of dealing in negotiating enemy bank notes. Prior to the war, notes of the German issue banks could easily be bought and sold on the Exchange, and were readily dealt in by those British banks transacting foreign exchange business. On enquiry of the ordinary money changer it will be found that as a general rule he declines to deal in these notes, and one of the largest of the British banks which transacts foreign exchange business declines either to buy or to sell German bank notes.

The matter can be considered from two aspects, namely, the legal aspect and the patriotic aspect. The two do not always coincide. By way of example it has been pointed out in these columns that it is legal to transact business with limited companies, although the whole of the shares are held by Germans resident abroad; but transactions of this kind and of this order can scarcely be considered patriotic at the present time.

Dealing with the matter from its legal aspect, a distinction must be drawn between enemy bank notes current in this country on 4th August, 1914, when war was declared, and notes introduced since that date. With reference to notes in this country at that date, there is nothing in the Trading with the Enemy Act or in the Proclamation which would prohibit the British holder from selling or transferring the notes to other British subjects or to neutrals. Very different considerations occur with reference to enemy notes introduced into the United Kingdom after the declaration of war. Shortly after the outbreak of war, one or two countries, particularly to the north of Germany, freely accepted German paper in lieu of gold, and it is only within the last two months that these countries have refused paper and insisted on gold.

It is quite possible that in transactions between Sweden and Great Britain payment for goods has been made by Swedish merchants by means of German bank notes in lieu of gold, and if this has been the case the effect is that Great Britain has become possessed of German paper instead of German gold.

Instances are not uncommon of enemy bank notes being sent to Great Britain to assist German subjects stranded in this country without means, and the writer of this article about November, 1914, realized a 100 marks note thus introduced for 84s. for such purpose. It would have been better if gold had been sent over instead of paper.

These are but illustrations of what may and has happened, and it is necessary to see the principle underlying it.

A German bank note contains a promise to pay in Berlin, and, if that promise be broken, it gives the holder the right to sue. Everyone dealing in these notes is dealing in one sense in enemy property, the property being a debt due from the German bank to the holder. Where, however, the proprietor of the debt (that is, the holder of the note) was resident in Great Britain prior to 4th August, 1914, there is no contravention of the Proclamation in negotiating the enemy note, but where at that date the holder of the German bank note was resident in an enemy country, any later negotiation of that note in Great Britain is, in effect, a transfer of so much paper from Germany to Great Britain, and a transfer of the corresponding amount of money or money's worth from Great Britain to Germany. The transaction, of course, may take place through neutral countries, but it comes back, when analysed, to the simple proposition above indicated.

It may at once be said that it is difficult to distinguish between enemy bank notes circulating in this country prior to the war and those introduced since. There should, in this respect, be a custom house—a postal custom house—to control this matter, and this would not be difficult of arrangement now that there is a censorship of incoming and outgoing letters.

It may be this difficulty of differentiation which has led British banks and money changers to adopt the patriotic rather than the legal aspect. Subject to the case of bank notes and securities which were in this country prior to 4th August, 1914, it ought to be declared contrary to principle to create a market here for German paper, whether it finds its way to neutral countries or not. One of the effects of the antagonism between the United States and Germany is that German securities hitherto negotiable in the United States are less negotiable.

Reviews.

Copyright.

THE LAW OF COPYRIGHT IN WORKS OF LITERATURE, ART, ARCHITECTURE, PHOTOGRAPHY, MUSIC AND THE DRAMA: INCLUDING CHAPTERS ON MECHANICAL CONTRIVANCES AND CINEMATOGRAPHS: TOGETHER WITH INTERNATIONAL AND FOREIGN COPYRIGHT, WITH THE STATUTES RELATING THERETO. By the late WALTER ARTHUR COPINGER, F.S.A., LL.D., Barrister-at-Law. Fifth Edition. By J. M. EASTON, Barrister-at-Law. Stevens & Haynes. 35s.

The Copyright Act, 1911, as is well known, made fundamental changes in the law of copyright. It not only swept away a large number of statutes, but it replaced them by very different provisions, and Mr. Easton has had no easy task in adapting the late Mr. Copinger's book to the new order of things. There is, as he points out, hardly a single section of the new Act which preserves the language of a section of the repealed Acts, and he has had not only to explain the new enactment, but also to consider how far the former decisions are still applicable. This has necessitated the re-writing practically of the whole of the work, and the profession will have the advantage of a fresh presentment of the law of copyright founded primarily on the recent statute. It has been thought expedient to omit the portion of the former work relating to copyright in designs, this having for many years past parted company with the law as to copyright in literary and artistic works.

The arrangement of the present edition is very convenient. After chapters dealing with the nature of copyright and the law prior to 1911, including a statement of the question put to the House of Lords in *Donaldson v. Becket* (4 Burr. 2408), Mr. Easton explains in Part II. the general law of copyright, and in the succeeding parts deals with the application of the law to special works—such as encyclopædias, works of architecture, and cinematographs—or under special circumstances; with international and colonial copyright; and with copyright in foreign countries. Part VI. discusses arrangements between authors and publishers, and the Appendix contains the text of the Copyright Act, 1911, and the rules and orders made under it, and also various International Treaties and Conventions—such as the Revised Berne Convention of 1908, Orders in Council, and Colonial and Foreign Statutes, Orders and Regulations. The whole of this forms a mass of material which will be very useful to those who are interested in copyright law, and at the commencement there has been inserted a note on the Effect of War upon the Law of Copyright, and a statement of the recent Order in Council (*ante*, p. 274) relating to the protection here of works of citizens of the United States. It is pointed out that the Order was meant to be reciprocal to an intended United States Order granting protection to the musical works of British subjects against reproduction by means of mechanical contrivances, and the editor assumes that the United States would shortly issue a Presidential Proclamation to that effect. This has in fact been done, and we printed the Proclamation recently (*ante*, p. 400). For an example of the careful treatment of the subject matter of the Act of 1911, we may refer to the discussions on the term of copyright and the first owner of the copyright. The latter contains a useful survey of the cases on ownership of copyright, and their relation to the new statute.

Books of the Week.

Common Forms.—Forms and Precedents for Common Use. By H. C. EMERY, Solicitor. Eddingham Wilson; Stevens & Sons (Limited). 5s. net.

Costs.—Handy Guide to the Preparation of Bills of Costs, with Precedents, under the Workmen's Compensation Act, 1906. By a Bill Clerk. Stevens & Sons (Limited). 5s.

Public Entertainments.—The Law of Public Entertainments. By ALFRED TOWERS SETTLE and FRANK H. BABER, Barristers-at-Law. Sweet & Maxwell (Limited). 7s. 6d.

Mr. Anderson, the Labour member for Sheffield, Attercliffe, has asked the Prime Minister whether, in the case of families that lost breadwinners who were passengers on *The Falaba*, liability for compensation had been denied both by the steamship company and the Government; and, in case there was no legal obligation, whether the Government intended to do anything for such families. Mr. Asquith has replied that the Government, as at present advised, are not prepared to undertake this liability.

CASES OF LAST SITTINGS.
Court of Appeal.

LONDON COUNTY COUNCIL v. SOUTH EASTERN RAILWAY CO.
No. 1. 4th May.

LANDS CLAUSES ACTS—COMPULSORY TAKING OF LAND—FRONTAGE STRIP—PURCHASE-MONEY—ASCERTAINMENT OF AMOUNT—ARBITRATION—INCREASED VALUE OF ADJOINING LAND—BETTERMENT.

Where an owner of two contiguous pieces of land, forming together one building site, sells under compulsion a part of one piece, without reference to his interest in the other piece, the purchase price must be ascertained without reference to the vendor's interest in the other piece, and not by deducting the value of what is left to the vendor of the two pieces after the sale from their aggregate value immediately before the sale.

Decision of Eve, J. (59 SOLICITORS' JOURNAL, 271), affirmed.

Appeal by the London County Council from a decision of Eve, J. (reported *ante*, p. 271), in an action for specific performance. At the date of the contract for sale the railway company were seized of a piece of land at Charing Cross, bounded on the north by the Strand and on the east by Craven-street, whereon were erected two shops, Nos. 9 and 10, Strand, and several houses, Nos. 1-7, Craven-street. By the contract the Council, which had compulsory powers of taking land to widen the Strand, agreed to purchase part of the land in question, being part of 9 and 10, Strand, and the purchase-money was to be determined in an arbitration to which all the provisions of the Lands Clauses Acts should apply. The arbitrator awarded the sum of £18,330 as purchase-money, but declared that if the true measure were the difference between the aggregate value of the entire piece of land, including the frontage to Craven-street, before the service of the notice to treat, afterwards superseded by the contract, and the aggregate value of the same land after the taking of the strip fronting the Strand, the amount of the purchase-money would only be £3,465. It appeared that the railway company, after the sale to the Council, granted a long lease of the remainder of the land to Messrs. J. Lyons & Co. (Limited), who erected a large restaurant on the site with an entrance from the Strand. The Council contended that the smaller sum was payable, but Eve, J., upheld the arbitrator's decision, and the Council appealed.

THE COURT dismissed the appeal.

LORD COZENS-HARDY, M.R., having stated the facts of the case, said the effect was that the Council had an option to purchase from the railway company Nos. 9 and 10, Strand, neither more nor less; but instead of that being done, they agreed to purchase upon certain terms a portion only of that property, which portion they were to throw into the Strand. [His lordship read the agreement, and proceeded:] There was no indication in it or in the private Act of Parliament that the railway company had any other property in Craven-street abutting on Nos. 9 and 10, Strand. The arbitrator had taken the portion agreed to be sold, and ascertained that its value was £18,330. His lordship could not see any ground whatever why that sum should not be payable. The fact that the company owned other property in the rear of considerable depth which would get a frontage to the Strand as widened and be increased in value had nothing to do with the value of the strip taken. It would be unreasonable to say that there was any analogy between a case like the present and that of a strip of land in front of a single house. The court was asked to say that a difference ought to be made in the purchase-money of part of Nos. 9 and 10 by reason of the fact that it was really part of a larger property belonging to the vendors. That argument could not be acceded to. Again, it was said that the effect of the contract was to give Strand frontage value to a portion of the Craven-street property. That was betterment, but there was no provision in the Act for taking betterment into consideration. The decision of the learned judge below was quite right, and the appeal would be dismissed with costs.

WARRINGTON, L.J., delivered judgment to the same effect, and

PICKFORD, L.J., concurred.—COUNSEL, Morten, K.C., Maugham, K.C., and Boydell Houghton; Freeman, K.C., P. Wheeler, and J. Scholefield. SOLICITORS, Edward Tanner; H. H. Groves.

[Reported by H. LAWSON LEWIS, Barrister-at-Law.]

Re TUBBS. DYKES v. JUBBS. No. 1. 5th May.

SETTLED LAND—CAPITAL AND INCOME—FREEHOLD GROUND RENTS—COSTS OF SURVEY AND NOTICES TO REPAIR—"ACTION TAKEN FOR PROTECTION OF SETTLED LAND"—POWER OF COURT TO ORDER COSTS TO BE BORNE BY CAPITAL—SETTLED LAND ACT, 1882 (45 & 46 VICT. C. 38), s. 36.

A testator settled an estate consisting of a large number of small houses let on long leases at ground rents amounting to £2,100 a year. The trustees incurred an expenditure of £1,100 in having a survey taken and notices of repair served on all the tenants, which notices had been complied with.

Held, that, notwithstanding a direction contained in the will directing that the costs of management of the estate should be paid out of income, the court in the circumstances had power to order the trustees' costs to be borne by the capital, as being costs of proceedings taken for the protection of the estate under the Settled Land Act, 1882, s. 36.

Appeal by a defendant from a decision of Neville, J. (reported 59 SOLICITORS' JOURNAL, 364). Under the will of a testator, who died in 1891, the trustees had a power of sale over his real and leasehold estates, with a power of management until sale, including wide powers to cut timber, repair and insure buildings, and make allowances to and arrangements with tenants, and they were directed to pay the costs of management out of the rents and profits of the premises. One of the testator's estates consisted of some 650 houses at Harlesden, erected about 1881, and let under ninety-nine years' repairing leases at ground rents amounting to £2,100 per annum. In 1913 the trustees had the property surveyed, and as the result of the survey served repairing notices on all the tenants with schedules of repairs which were carried out. The expenditure incurred by the trustees amounted to £1,100, and they took out a summons to ascertain how it should be borne as between capital and income. Neville, J., held that, having regard to the direction contained in the will, the whole of this sum ought to be paid out of income. The widow, who was tenant for life, appealed, and counsel on her behalf relied on section 36 of the Settled Land Act, 1882, and contended that the court had power, notwithstanding anything contained in the will, to order the expenditure to be borne by the corpus of the property.

The Court allowed the appeal.

LORD COZENS-HARDY, M.R., said the case had only been argued below on the construction of the will, and upon that he thought the decision of Neville, J., was perfectly right. But in the course of the argument the court had allowed the summons to be amended in order to see if there was not something in the Settled Land Acts to enable the court to direct how those expenses should be borne. His lordship, having referred to section 36 of the Act of 1882, said he could not bring himself to doubt that what had been done in the present case had been for the protection of the settled land. If so, then, treating the summons as an application to the court for directions, there was no doubt that the court would say, and in fact did then say, that those costs ought to be paid out of capital. His lordship wished to give no support to the notion that any tenant for life could come to the court and ask that the cost of any repairs should be paid out of capital. But having regard to all the circumstances of that particular case—a case of relatively small ground rents, and very heavy repairs, incurred for the benefit of the remainderman—an order ought to be made under section 36 declaring that the expenditure of the trustees, together with the costs of the appeal, ought to be paid out of capital.

PICKFORD and WARRINGTON L.J.J., concurred.—COUNSEL, *Cave, K.C.*, and *J. I. Stirling; C. E. Dyer; Fairfax Lummoore*. SOLICITORS, *Corbould, Rigby, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

CLERKE AND WIFE v. CORPORATION OF ST. HELENS. No. 2. 18th May.

PUBLIC AUTHORITIES PROTECTION ACT, 1893, s. 1 (A)—ACTION FOR PERSONAL INJURIES—MOTOR CAR OWNED BY CORPORATION—RETURNING TO GARAGE AFTER TAKING OUT CORPORATION OFFICIALS ON BUSINESS OF CORPORATION—LIMITATION OF TIME FOR BRINGING ACTION—ACT DONE IN EXECUTION OF ANY PUBLIC DUTY OR AUTHORITY.

A motor car, the property of a corporation, was used to convey their engineer on his visits to the various pumping stations for the purpose of his inspecting the same on behalf of the corporation, and on the day in question the engineer made his round of inspection as usual. It was the day in the week on which a clerk from the treasury department also went round for the purpose of paying weekly wages. As the motor car was returning, after the round was done, to the garage, the plaintiff's wife was knocked down while attempting to cross a high road and injured. The writ in the action was not issued within six months from the date of the accident. At the trial the jury awarded the plaintiffs damages.

Held, that judgment in accordance with the verdict had rightly been entered for the plaintiffs, as the act done was not in the exercise of any public duty or authority within the meaning of section 1 of the Public Authorities Protection Act, 1893, and the section had no application to a matter merely incidental to the performance of a statutory duty by the corporation.

Decision of Darling, J., affirmed.

Application for judgment or new trial in an action tried before Darling, J., and a common jury at the Liverpool Assizes. The plaintiffs were husband and wife, and the action was brought by them against the defendant corporation claiming damages for personal injuries sustained by the wife through being knocked down by a motor car, the property of the defendants, while she was attempting to cross a public street on foot. The defendants denied negligence on the part of the chauffeur, alleged contributory negligence, and pleaded that as the car had been used by them to send their engineer to inspect their various pumping stations, and to take a clerk from the treasury department round to pay the weekly wages to the staff employed at those stations, the action (proceedings not having been commenced within six months) was not maintainable by reason of the provisions of section 1 (a) of the statute of 1893 not having been satisfied by the plaintiffs. At the trial the jury awarded the wife £359 damages, and the learned judge entered judgment for the plaintiffs with costs. The defendants appealed.

SWINFEN EADY, L.J., said that in this case the wife met with an accident on 1st August, 1913, while crossing the road, where the traffic

was heavy, at the junction of Prescott-road and Borough-road, St. Helens. On 20th March, 1914, more than six months after the accident, the writ in the action was issued. The defendants pleaded section 1 of the Public Authorities Protection Act, 1893. Darling, J., held that the statute did not apply to matters which were merely ancillary to the public duty of the defendants, and gave judgment for the plaintiffs. In his opinion that decision was right. The use of the motor car was a matter incidental to the performance of the defendants' statutory duty, but the negligent act was not attributable to an act done by the corporation in the exercise of any public duty or authority within the meaning of those words in section 1 of the Act of 1893. Accordingly the appeal failed.

PHILLIMORE and PICKFORD, L.J.J., agreed in this view, and the appeal was dismissed with costs.—COUNSEL, for the defendants, *Hohler, K.C.*, and *Harding*; for the plaintiffs, *Rigby Swift, K.C.*, and *Greaves Lord*. SOLICITORS, *Berrell & Co., Liverpool*; *Arthur S. Mather & Son, for Swift, Garner, & Sons, Liverpool*.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

JARROTT v. ACKERLEY. Eve, J. 29th April.

SOCIETY—RIGHT TO SUE—UNDERLEASE TO SOCIETY—FORFEITURE OF HEAD LEASE—CLAIM OF SOCIETY TO A VESTING ORDER—CONVEYANCING ACT, 1892 (55 & 56 VICT. c. 13), s. 4.

A member of an unregistered society purported to take an underlease for and on behalf of his society. On the head lease being forfeited for breach of covenant the trustees of the society, suing on behalf of the members, brought this action for an order vesting the premises in them for the residue of the term of the underlease under section 4 of the Conveyancing Act, 1892.

Held, that the plaintiffs were not entitled to sue.

This was a point of law set down for hearing by the court before trial, the point being whether the plaintiffs were entitled to sue. By an underlease, dated 22nd August, 1912, certain premises which were held for a term of twenty-one years under the head lease were demised to the Society of Automobile Mechanic Drivers for a term of three and a quarter years from 24th June, 1912. The society was not registered as a company or a trades union or a friendly society. The underlease contained the usual lessee's covenants. The counterpart was executed by a member on behalf of the society, who had not been authorized so to act under seal. On 8th July, 1914, the lessors forfeited the head lease for breach of covenants, and gave notice to the society of such forfeiture, and required them to give up possession. On 24th July, 1914, the society commenced an action against the lessors of the head lease claiming an order vesting the premises in them for the residue of the term of the underlease under section 4 of the Conveyancing Act, 1892. The writ was subsequently amended by making three persons, who were the trustees of the society, sue on behalf of all the members of the society.

EVE, J., said the action was originally brought by the society seeking relief under section 4 of the Conveyancing Act, 1892, in respect of a lease which had been forfeited for breach of covenant. The action as it now stood was by three persons, who were trustees of the society, suing on behalf of the members of the society. That meant on behalf of members who were members at the date when the writ was issued. The sub-lease to the society was dated 22nd August, 1912, and a counterpart was executed by one Dawson for the society. His lordship thought that it would be contended that the sub-lease was made to the members of the society for the time being. But a lease to a fluctuating body of persons was bad, and it was now admitted that no such lease could be granted. The sub-lease could only have been granted to those members who were members at the date of the lease, and this action was not brought on behalf of those persons. It was said that the plaintiffs were not entitled to sue as trustees, but it was not necessary to decide that point, because they were not suing on behalf of the persons entitled to relief. The underlease was made to an aggregation of individuals who had no legal status, and it was not executed by any person as lessee so as to undertake the obligations and liabilities of a lessee. There was really no underlease at all. Then it was said that even if there was no underlease there was an agreement for an underlease. The answer to that was that Dawson had not any authority to enter into an agreement for an underlease. There was, therefore, neither an underlease, nor an agreement for an underlease. The plaintiffs were not underlessees within the meaning of section 4 of the Conveyancing Act, 1892, and had, therefore, no right to a vesting order.—COUNSEL, *Maugham, K.C.*, and *Foa*; *Cozens-Hardy, K.C.*, and *Underhill*; *Jessel, K.C.*, and *D. D. Robertson*. SOLICITORS, *Tyrell Lewis, Lewis, & Broadbent*; *Hicks, Arnold, & Mosley*; *Kingsley, Wood, & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re TRIBE. TRIBE v. DEAN AND CHAPTER OF TRURO CATHEDRAL. Eve, J. 30th April.

WILL—GIFT OF "THE REST OF THE MONEY OF WHICH I DIE POSSESSED"—FREEHOLD HOUSE SUBJECT TO POWER OF APPOINTMENT—WHETHER HOUSE PASSED UNDER GIFT OF "MONEY."

A testatrix who had a general power of appointment over a freehold house, which she did not exercise, gave "the rest of the money of which I die possessed" to Truro Cathedral.

Held, that the freehold house did not pass under the bequest of "the rest of the money of which I die possessed."

This adjourned summons raised the question whether a freehold house passed under a gift of money. By his will Mr. Tribe, who died in May, 1900, devised a freehold house to his wife for life, and after her death to his daughter. By a codicil he directed that the house given by his will to his daughter should be held upon trust to pay the rent to her for life, and after her death to such person as she should by will appoint, and in default of appointment he directed that the house and his residuary estate should be equally divided between his surviving children. The widow died in October, 1900. The daughter, by her will dated 2nd September, 1901, after giving various pecuniary legacies, gave "the rest of the money of which I die possessed to Truro Cathedral." The daughter's will contained no appointment of the freehold house, and she died in October, 1914.

EVE, J., said it was quite true that the word "money" had no technical meaning, but must depend on the context. It had never been held that "money" standing alone was sufficient to pass real estate, and his lordship was not at all inclined to be the first judge to hold that it was, especially where there was only a power of appointment over the real estate.—COUNSEL, *T. T. Methold; S. Lecke. SOLICITORS, Rawle, Johnstone, & Co., for Benson, Carpenter, Cross, & Co., Bristol; May, How, & Chilver, for Smith, Paul, & Sitwell, Truro.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BEER, BREWER v. BOWMAN. Sargant, J. 11th May.

COMPANY—WINDING-UP—COSTS—RESPONDENT TO WINDING-UP PETITION—SUBSEQUENTLY ADDED AS CONTRIBUTORY—APPLICATION TO REMOVE NAME FROM LIST—COSTS OF SUCH APPLICATION TO BE PAID TO THE LIQUIDATOR—SET OFF—R.S.C., ORD. 65, R. 14—COMPANIES WINDING-UP RULES, 1909, R. 187 (1).

Where a limited partner was joined as a respondent to a petition to wind up and did not oppose, and his costs were ordered to be paid out of the assets of the limited partnership, and he was subsequently placed on the list of contributories and incurred costs payable to the liquidator on an application to have his name removed from such list,

Held, that the liquidator could not set off such two sets of costs one against the other, because the costs of the winding-up stand on a different footing from other costs in being incurred for the benefit of everybody concerned.

Principle enunciated by Lord Romilly, M.R., in *General Exchange Bank* (1867, 4 Eq. 138) applied.

This was an application by a liquidator to set off one set of costs against another. The facts were these:—One Bowman was joined as a respondent to a petition to wind up a limited partnership on the ground that he was a limited partner. He did not oppose the petition. When the winding-up order was made, his costs were ordered to be paid out of the assets of the limited partnership. His name was afterwards placed on the list of contributories, on the ground that he had taken part in the management of the partnership business. He applied to have his name removed from such list, and he was ordered on that application to pay the costs of it to the liquidator. The liquidator now claimed to set one set of costs off against the other. Counsel for the liquidator contended that such set-off was allowed by ord. 65, r. 14, of the R.S.C., 1883. Bowman being only respondent on the petition, and not petitioner, the principle as to priority of payments of the costs of the petition did not apply to him. The solicitor takes his chance (see *Roberts v. Bree*, 1878, 8 Ch. D. 178). Counsel for Bowman, on the other hand, contended that this case was covered by the ruling of Lord Romilly in the *General Exchange Bank* (1867, L. R. 4 Eq. 138), which was not to be confined to the case of the costs of the petitioner alone, but included all the proper costs of the petition to wind up, which were distinguishable from all other costs on the ground that they were incurred for the benefit of all concerned. This principle had been incorporated in rule 187 (1) of the Companies Winding-up Rules, 1909, which provided for a postponing of payment of "taxed costs of the petition, including the taxed costs of any person appearing on the petition whose costs are allowed by the court." Even if ord. 65, r. 14, did apply, the court had a discretion under it, and the rule did not apply to costs of independent proceedings. He referred to *David v. Rees* (1904, 2 K. B. 435) and *Barker v. Hemming* (1899, 5 Q. B. D. 609).

SARGANT, J., after stating the facts, said: This is a point which appears never to have been determined, but I have come to the conclusion that the present case is within the principle of the decision of Lord Romilly, M.R., in the case of *General Exchange Bank* (1867, L. R. 4 Eq. 138). It was there held that where a winding-up order had been made on the petition of a shareholder who was afterwards made a contributory, his costs on the petition were not to be set off against calls due to the company on his shares, and this practice was adopted by rule 187 of the Companies Winding-up Rules, 1909, having been followed ever since that case in 1867. Lord Romilly there said: "I look at the costs of a winding-up order as distinguished from others. It is an order for the benefit of everybody concerned, and you are all proceeding under it. . . . I think the costs of a winding-up order which the court demands to be made shall be paid in the first instance. I look upon those costs in a different point of view from what I should do if they were costs incurred for the exclusive benefit of a single person who was a contributory." That view is adopted in rule 187 of

the Companies Winding-up Rules, 1909. The costs of a winding-up order are the costs of an initial and indispensable proceeding, and I hold that Lord Romilly's remarks apply to all the costs of such an order, and not only to the costs of the petitioners. The power under ord. 65, r. 14, is discretionary. In this case there is to be no set-off.—COUNSEL, *Percy F. Wheeler; D. D. Robertson. SOLICITORS, Kinch & Richardson, for Lyndon, Moore, & Cooper, Newport, Monmouth; G. S. Warrington & Edmonds, for David R. Evans, Newport, Monmouth.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re THE NORTH-EASTERN INSURANCE CO. LIM.) Sargant, J. 16th May.

COMPANY—WINDING-UP—LIQUIDATOR—CALL ON SHARES—COMMITTEE OF INSPECTION—COMMITTEE CONSISTING OF TWO CONTRIBUTORIES AND ONE CREDITOR—REFUSAL BY COMMITTEE TO SANCTION CALL—APPLICATION BY LIQUIDATOR TO THE COURT—APPEAL FROM COMMITTEE—JURISDICTION—INDEPENDENT INHERENT JURISDICTION IN THE COURT—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), ss. 165, 166 AND 173—COMPANIES (WINDING-UP) RULES, 1909, R. 53.

1. Sections 165, 166 and 173 of the Companies (Consolidation) Act, 1908, and rule 83 of the Companies (Winding-up) Rules, 1909, are not in conflict.

2. Although the court has regard to the opinion of the committee of inspection, it has, nevertheless, a clear alternative and inherent original jurisdiction, not by way of appeal, but by way of original right, to review the decision of the committee of inspection.

3. Section 173 of the Companies (Consolidation) Act, 1908, itself provides for an alternative method by the words being in the alternative, "the special leave of the court or the sanction of the committee."

4. In the cases of calls, the creditors' claims must always have the first consideration.

Re Consolidated Diesel Engine Manufacturers (*infra*) considered.

This was an application by a liquidator to make a call on shares in very peculiar circumstances, and it raised a novel point. The facts were as follows: There was a committee of inspection, which had become reduced by vacancies to three members, two of whom were contributories and the other a creditor. The liquidator wished to make a call on the shareholders, and the committee refused to sanction the call, and the liquidator now applied to the court. It was contended for a contributory that this call should not at any rate be made yet, because there was a question as to the validity of certain of the debentures, and if the call was made the money would go to the debenture-holders, putting them in funds to fight the liquidator. The registrar, however, decided that, as the liquidator had elected to ask for the committee's sanction to his making the call, the registrar had no jurisdiction to entertain an application which would in fact override the committee's decision. It was not now contended that the court could not in a very flagrant case overrule the decision of the committee. The liquidator should, at any rate, after receiving the refusal of the committee, have called meetings of the creditors and contributories before applying to the court. They contended that this had been decided by Neville, J., in the case of *Re Consolidated Diesel Engine Manufacturers (Limited)* (*ante*, p. 234; 1915, 1 Ch. 192). Another contributory contended that a call ought to be made, but not such a large call as the liquidator wished to make. He referred to the case of *Ex parte Cocks, Re Poole* (21 Ch. D. 397).

SARGANT, J., after stating the facts, and referring to several sections of the Companies (Consolidation) Act, 1908, and the rules made thereunder, said: I do not think there is any conflict between the sections and the rules. Under section 173 there were two separate and distinct alternatives—namely, obtaining "the special leave of the court or the sanction of the committee." Although the court would have regard to the opinion of the committee, it has a clear alternative power, not by way of appeal, but by way of original right. In this particular case the refusal of the committee's sanction is of less weight, having regard to the fact that the majority is composed of contributories who are largely interested either in having the call postponed, or made for a smaller amount than the liquidator proposes. The creditors claims in such a case as this must have the first consideration, and leave must be given to make the call, and I accordingly give that leave.—COUNSEL, *Horace Rowlands; McCardie; Constantine Gollon; J. K. Young. SOLICITORS, Stephenson, Harwood, & Co.; Whitlock & Storr; E. F. & H. Landon; Syrett & Sons.*

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Estate of GRUNDY (Deceased). In the Estate of OETL (Deceased). Sir Samuel Evans, P. 12th May.

PROBATE—ADMINISTRATION ON INTERSTACY—ESTATES OF ALIEN ENEMIES—COURT OF PROBATE ACT, 1857 (20 & 21 VICT., c. 77), s. 73—SPECIAL CIRCUMSTANCES—LIMITED GRANT TO ATTORNEY OF NEXT-OF-KIN—TRADING WITH THE ENEMY AMENDMENT ACT, 1914 (5 GEO. 5, c. 12)—POSITION OF PUBLIC TRUSTEE.

In granting, in special circumstances, a limited administration, under section 73 of the Court of Probate Act, 1857, to the estates of two intestates, who were alien enemies, to a British subject resident in England, who was the attorney appointed by their respective next-of-kin, the court observed that in almost all cases where the estates of alien enemies have to be administered, whether the deceased died domiciled in England or abroad, the Public Trustee should, in the public interest, apply for and obtain the grant of administration.

In the Estate of Koenigs (Deceased) (59 SOLICITORS' JOURNAL, 130) and In the Estate of Schiff (Deceased) (59 SOLICITORS' JOURNAL, 303), considered.

This was a motion for grants of letters of administration to the estates of Ladislaus Otto Grundt and Margeret Elizabeth Oetl. The deceased persons were at the time of their death living together at Hanover Gate Mansions, Regent's Park, London, and there they both perished by their own hands on 24th October, 1914. Ladislaus Otto Grundt was an Austro-Hungarian subject; he died unmarried, leaving his mother, Leopoldine Grundt, an Austro-Hungarian subject, living in Budapest, him surviving. Margeret Elizabeth Oetl was the divorced wife of an Austro-Hungarian subject, her next-of-kin were her mother, Ethelka Schneider Nicholson, a widow and a British subject, living in Vienna, and her sister, Ethel, Comtesse Orsich, the wife of an Austro-Hungarian, also living in Vienna. Both deceased persons died intestate. After their death the police found among their papers the address of the present applicant, Cressy Stephen Edmondson, and communicated with him. He was a natural-born British subject, living and domiciled in England, and an old friend of Margeret Elizabeth Oetl and of her mother. He arranged for the burial of the two deceased persons, and took other steps for the protection and preservation of their effects. He now held powers of attorney from the mothers respectively of the two deceased persons, authorizing him to do all that might be needful to protect their estates in this country. The estate of Ladislaus Otto Grundt in England consisted of moneys at a bank, in the hands of the police and of the applicant, and also of two horses, some wearing apparel, jewellery, &c., and was of the value of about £500. The estate of Margeret Elizabeth Oetl in this country consisted of wearing apparel and jewellery; there was also a cheque for £420 in her favour drawn by Ladislaus Otto Grundt. Counsel for the applicant moved for a grant to him of letters of administration to both estates, with such restrictions and limited in such way as the court might direct. The Treasury had been approached, and the Treasury Solicitors, on 4th December, 1914, had intimated that the Crown would consent to a limited grant with a view to a collection of the assets and the payment of costs and the English creditors, adding that it would then be for the personal representative to apply to the Crown again with a view to the disposal of the residue of the estate. [THE PRESIDENT: This appears to me to be a case in which it would be very desirable in the public interest for the Public Trustee to take a grant.] Counsel for the applicant, continuing, submitted that the present case was distinguishable from the cases of *In the Estate of Koenigs (Deceased)* (59 SOLICITORS' JOURNAL, 130; 1915, W. N. 24) and *In the Estate of Schiff (Deceased)* (59 SOLICITORS' JOURNAL, 303); in the present case the applicant was a natural-born British subject. By a notice dated 24th August, 1914, it was provided that during the war no probate of a will or letters of administration of the estate of any German or Austro-Hungarian subject, wherever resident, should be granted in respect of any assets in this country without the express licence of the Crown. That licence had been obtained in the present case.—[THE PRESIDENT: The notice provides that no grant will be made unless there has been a previous application to the Treasury; it does not follow that a grant should be made in every case where the Crown does not object.]—Counsel for the applicant, continuing, referred to the Trading with the Enemy Amendment Act, 1914. That Act, though constituting the Public Trustee custodian of enemy property, contained no direction to the Public Trustee to take a grant of administration. The Public Trustee had been communicated with, and on 15th March, 1915, he wrote: "As at present advised, it appears to the Public Trustee that the parties in question were not merely Austrian subjects, but were domiciled in Austria. On this assumption he regrets that he has no power to accept grants of administration, his powers being limited to English trusts." The attention of the Public Trustee was then drawn to the case of *In the Estate of Schiff (Deceased)* (59 SOLICITORS' JOURNAL, 303), and on 17th March he wrote: "In the *Schiff* case, the testator was domiciled in this country. The Public Trustee is advised that he has no power to take a grant to a person having a foreign domicile." Under the circumstances, the question was what could be done for the protection of the estate? There were various matters which required to be dealt with immediately; claims to the ownership of the horses, and of a motor-car which the deceased had purchased, were being put forward by third persons, and there were claims in respect of a house on which, it was alleged, certain building operations had been carried out on the instructions of the deceased.

Sir SAMUEL EVANS, P.—Having regard to the special circumstances of this case, a limited grant, under section 73 of the Court of Probate Act, 1857, may issue to the applicant, with such limitations as may be imposed on application in chambers. The grant will issue to the applicant on the understanding that so soon as he realises such part of the estate as his powers enable him to administer, he will, after payment of debts, deliver over the balance to the Public Trustee, as custodian of enemy property. I wish to add that I am dealing with this case on its own facts, and to repeat that in almost all cases where

the estates of deceased persons, who are subjects of states with which this country is at war, have to be administered, I think it most advisable in the public interest that the Public Trustee should take the grant. Although in his letters, which have been read, the Public Trustee has expressed the view that he has no power to take a grant in respect of the estate of a person having a foreign domicile, communications have, since the date of those letters, passed between the Public Trustee and myself, and I think it will be found that he is now satisfied that it is within his power to accept a grant in cases where persons die domiciled abroad.—COUNSEL, W. O. WILLIS. SOLICITORS, Ashurst, Morris, Crisp, & Co.

[Reported by CHIFFORD MORTIMER, Barrister-at-Law.]

IN PRIZE.

"THE POONA." Sir Samuel Evans, P. 29th March; 13th April; 3rd May.

PRIZE LAW—BRITISH SHIP—CARGO OWNED BY COMPANY DOMICILED IN ENGLAND—CONSTITUTION OF COMPANY—ENEMY SHAREHOLDERS AND DIRECTORS—MANAGEMENT OF COMPANY DURING WAR—PRINCIPLES TO BE APPLIED—CARGO CLAIMED AS PRIZE.

The question in prize of whether goods owned by an English company, practically all the shareholders in which are Germans and all the directors of which are German, ought to be seized as prize, is one which should be governed by principles of English municipal law, and in which no overruling principle of international law arises, and accordingly in such a case goods seized in prize must be released.

The Continental Tyre Co. (Limited) v. Daimler Co. (Limited), and Same v. Thos. Tilling (Limited) (ante, p. 232; 1915, 1 K. B. 993), followed and applied.

In view of the special nature of our merchant shipping legislation the case of the ownership of a British vessel by such a company might not be covered by this decision, so as to exempt such a vessel from seizure.

The Tommi and The Rothersand (ante, p. 26; 1914, P. 251) considered.

The question in this case was whether the goods, belonging to an English company almost entirely composed of German shareholders and with an entirely German directorate, on an English ship were liable to seizure as prize or not. The facts and arguments sufficiently appear from the judgment. *Cur. adv. vult.*

Sir SAMUEL EVANS, P., in giving judgment, said that the claimants to the goods seized were a company named Isaria (Limited) incorporated in May, 1912. The company had a registered office on the outbreak of war in Tower-bridge road, London. The goods had been sent to Australia for sale and were returned to the company in August, 1914. They were seized at London as prize on 17th October. After investigation of the facts he was satisfied that the goods at the time of seizure belonged to the company. The question now was whether, having regard to the constitution of the company, the goods were enemy property subject to seizure. At all material times there was an issue by Isaria (Limited) of 1,250 shares of £1 each. Of these 1,244 were held by Isaria Zahlerwerke, of Munich, a German manufacturing company; one share was held by each of the four directors of Isaria (Limited), who were German subjects, resident in Germany; one other share was held by one Schönmann, the secretary of the company, also a German subject; the remaining share was held by one Vallée, who was said to have been a French subject, but who for some time before the war had resided at Munich and had been employed by the German company, the Isaria Zahlerwerke. Schönmann left England on 3rd August for Germany, having purported to appoint one of the company's employees, Mr. Frank Morton, to be manager. It was argued for the Crown that, as all the directors were enemy subjects resident in Germany and all the shareholders were also either enemy subjects or resident in Germany, the goods were in reality the property of alien enemies and ought to be condemned as such. He (his lordship) had been referred to his decision in *The Roumanian* (ante, p. 206; 1915, P., p. 26); and to the judgments of the Court of Appeal in *The Continental Tyre, &c., Co. (Limited) v. Daimler Co. (Limited)* (supra). *The Roumanian* did not necessarily govern the present case. The facts were different in material respects. Moreover, it would be found that in the arguments in *The Roumanian* counsel for the claimants expressly admitted that the Europäische Petroleum-Union Gesellschaft was a German company, and the case was dealt with accordingly. The judgments in the Court of Appeal in the Continental Tyre Company cases, however, bore directly upon the point in the present case. In matters relating to prize the Court of Appeal did not bind this court, for no appeal lay to the Court of Appeal from judgments given in the prize courts. The only appellate court in such cases was the Judicial Committee of the Privy Council. Here the matter in controversy appeared to be one which should be regarded from the point of view of municipal law; and no question of an over-riding principle of international law arose. The claimants come forward as a company incorporated in accordance with the law of this country. The claim was not made by the individual shareholders—subjects of a foreign country, enemy or otherwise. The questions turned upon the status of the company in this kingdom. Accordingly nothing in the case depended upon the bearing of the law of nations upon our municipal law. In those circumstances, he thought it more respectful to the Court of Appeal to act in accordance with their judgment, however much he might feel inclined to sympathize with the dissentient views of Lord Justice Buckley. In the special

facts of the present case and of the Continental Tyre Co. cases a decision in accordance with Lord Justice Buckley's judgment might be easy; but it was fairly obvious that even with a slight variation of facts as to the holding of the shares, the adoption of a definite general principle as a foundation for his judgment and its application, would give rise to great difficulties. The question before his lordship now dealt with "rights of ownership." For the reasons stated he was content to accept the law laid down by the Court of Appeal and to leave the ultimate decision to a higher tribunal. He desired to add one word by way of reservation. The case of the ownership of vessels registered in this country was so special, having regard to our merchant shipping legislation, that he ventured to repeat what he said in *The Tommi* and *The Rotherland* (*ante*, p. 26; 1914, P., p. 251), and to reserve expressly all questions which might arise if it were contended that a British vessel was the property of a company constituted like that of *Isaria* (Limited). The judgment of the court was that the goods seized were not enemy property; and his lordship ordered their release.—COUNSEL, *J. B. Aspinall; Elkin. SOLICITORS, The Treasury Solicitor; Russell & Arnhoiz.*

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c. New Statutes.

On 19th May the Royal Assent was given to the following statutes:—

Copyright (British Museum) Act, 1915.
Fugitive Offenders (Protected States) Act, 1915.
Marriage of British Subjects (Facilities) Act, 1915.
Police (Emergency Provisions) Act, 1915.
Defence of the Realm (Amendment) (No. 3) Act, 1915.
Army (Transfers) Act, 1915.
Statutory Companies (Redeemable Stock) Act, 1915.
British North America Act, 1915.
Special Constables (Scotland) Act, 1915.
Fishery Harbours Act, 1915.
Immature Spirits (Restriction) Act, 1915.
Housing (Roxyth Dockyard) Act, 1915.

And also to several Provisional Order, Public Works, and Private Acts.

NOTICE.

Colonial Stock Act, 1900 (63 and 64 Vict., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock, registered or inscribed in the United Kingdom:—

Queensland Government 4½ per cent. Inscribed Stock (1920-1925).

The restrictions mentioned in Section 2, Subsection (2), of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, Section 2).

War Orders and Proclamations, &c.

The *London Gazette* of 21st May contains the following:—

1. An Order in Council, dated 20th May (printed below), further amending the Proclamation dated 3rd February, 1915, made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section one of the Exportation of Arms Act, 1900, and Section one of the Customs (Exportation Prohibition Act), 1914, whereby the exportation from the United Kingdom of certain Warlike Stores was prohibited, by making certain amendments in and additions to the same.

2. A new set of County Court Rules (printed below) as to applications for certificates under the Army Act, 1881, section 115 (4), &c.

Order in Council—Exportation Prohibition.

(1) That the following article should be added to the list of goods the exportation of which is prohibited to all destinations:—

Coal Tar, crude.

(2) That the heading "The compounds of aniline, except aniline salt" (which goods are prohibited to be exported to all destinations under the heading "Coal tar products for use in dye manufacture, including aniline oil and aniline salt" in the aforesaid Proclamation) included by the Order of Council of the 18th day of March, 1915, in the list of goods the exportation of which is prohibited to all destinations abroad other than British Possessions and Protectorates, should be deleted.

(3) That the following articles should be added to the list of goods the exportation of which is prohibited to all destinations abroad other than British Possessions and Protectorates:—

Chemicals, drugs, Medicinal and Pharmaceutical preparations:—
Magnesium Chloride,
Oxides and salts of cobalt,
Oxalic Acid,
Phosphorus.

Manufactures of Aluminium.

Maps and plans of any place within the territory of any belligerent, or within the area of the military operations, on a scale of four inches to the mile or on any larger scale, or reproductions on any scale by photography or otherwise of such maps or plans.

(4) That the heading "India-rubber, sheet, vulcanised" (which goods are prohibited to be exported to all destinations abroad other than British Possessions and Protectorates in virtue of the Order of Council of the 18th day of March, 1915) in the list of goods the exportation of which is prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic ports), Belgium, Spain and Portugal, should be deleted.

(5) That the following articles should be added to the list of goods the exportation of which is prohibited to all foreign ports in Europe and on the Mediterranean and Black Seas, other than those of France, Russia (except Baltic Ports), Spain and Portugal:—

Lignum vite,
Rice and Rice Flour.

COUNTY COURT RULE AS TO APPLICATIONS FOR CERTIFICATES UNDER THE ARMY ACT, 1881, SECTION 115, SUB-SECTION 4, AND THE ACTS AMENDING THE SAME, AND THE NAVAL BILLETING, &c., ACT, 1914.

ORDER L.

PROCEEDINGS UNDER ACTS CONFERRING JURISDICTION ON THE COURTS.

Order L, Rule 14, and Order L, Rule 59 (dated the 22nd day of March, 1915), are hereby annulled, and the following Rule shall stand as Order L, Rule 14:—

The Army Act, 1881 (44 & 45 Vict., c. 58), s. 115, and the Acts amending the same. The Naval Billeting, &c., Act, 1914.

(1.) An application to a judge for a certificate under sub-section 4 of section 115 of the Army Act, 1881, and the Acts amending and extending the same (herein referred to as the Act), fixing the amount of payment for any carriage, animal, vessel or aircraft, may be made to any judge mentioned in the said sub-section in accordance with the provisions of this rule.

(2.) The application may be made either in or out of Court on notice in writing according to the form in the Appendix, which shall be served on the opposite party ten clear days at least before the hearing of the application, unless the judge or registrar gives leave for shorter notice.

(3.) Service of notice of the application may be effected in accordance with Order LIV., Rules 2 and 3.

(4.) Where the notice of the application is to be served on the Army Council, it may be served on the Permanent Secretary to the War Office or on the Solicitor to the Treasury.

(5.) No affidavit in support shall be used, except by leave of the judge, but the judge shall hear oral evidence tendered by either party.

(6.) On the hearing of the application, or at any adjournment thereof, the judge shall fix the amount in accordance with the said sub-section, and shall specify the amount in a certificate which shall be signed in duplicate and sent to the parties; but no order directing payment shall be inserted in the certificate except in the cases mentioned in the next following paragraph and in paragraph 5 of the Sixth Schedule to the Act.

(7.) If the judge orders any sum to be paid by way of costs to the Army Council, pursuant to paragraph 4 of the Sixth Schedule to the Act, and such sum exceeds the amount payable by the Army Council as the value of the article requisitioned, the judge shall certify the amount of the excess, and shall order the amount so certified to be paid to the Army Council, and the order shall be enforceable in like manner as a judgment of the County Court.

(8.) Subject to the provisions of the Act and this Rule, the practice and procedure of the Court in an action, and in particular the practice and procedure with respect to the summoning of witnesses, and with respect to discovery and inspection of documents, shall, with the necessary modifications, apply to proceedings on an application for a certificate.

(9.) This Rule shall apply to cases in which the provisions of the Act are by the Naval Billeting, &c., Act, 1914, extended to the impressment of any carriage, animal, vessel or aircraft for the purpose of any naval forces; and in any such case the words "the Admiralty"

shall be substituted for the words "the Army Council" or "the War Office," wherever they occur in this Rule or in the form in the Appendix.

APPENDIX.

453.

NOTICE OF APPLICATION FOR CERTIFICATE UNDER THE ARMY ACT, 1881, (44 & 45 VICT., c. 58), s. 115, AND THE ACTS AMENDING AND EXTENDING THE SAME.

In the County Court of _____, holden at _____
The Army Act, 1881, s. 115, and the Acts amending and extending the same.

A.B.
(address and description)

Between

Applicant,

The Army Council

and

Respondents.

(or as the case may be.)

TAKE NOTICE—

That _____, of _____, intends to apply to the Judge at (state where application is to be made)

on _____ the _____ day of _____, at the _____ hour of _____ in the _____ noon, for a certificate fixing the amount of payment for a certain carriage (animal, vessel, or aircraft (as the case may be)) furnished in pursuance of the Army Act, 1881, section 115, and the Acts amending and extending the same.

Dated this _____ day of _____

(Signed)

Applicant.

[or Solicitor for the Applicant].

To the Registrar of the Court
and to the Army Council
(or as the case may be).

Submitted to the Lord Chancellor by the County Court Rules Committee.

(Signed) WM. L. SELFE.
W. C. SMYLY.
ROBERT WOODFALL.
T. C. GRANGER.
H. TINDAL ATKINSON.

Approved by the Rules Committee of the Supreme Court.

(Signed) KENNETH MUIR MACKENZIE,
Secretary.

I allow this Rule, which shall come into operation forthwith.
The 19th day of May, 1915.

(Signed) HALDANE, C.

Societies.

The United Law Clerks' Society.

ANNIVERSARY FESTIVAL.

The eighty-third annual festival of the United Law Clerks' Society was held at the Hotel Cecil on Thursday, the 20th inst., Mr. Justice Low taking the chair. Among those present were Mr. Holman Gregory, K.C., Mr. J. B. Matthews, K.C., Mr. W. J. Disturnal, K.C., Mr. Storey Deans, Mr. Alexander Neilson, Mr. E. B. Florence, Mr. Harold Morris, Mr. Ernest E. Bird, Mr. G. Boydell Houghton, Mr. John de Gray (Metropolitan police magistrate), Sir Homewood Crawford (City Solicitor, Past Master City of London Solicitors' Company), Sir George Lewis, Bart., Mr. J. Hunter Gray, Mr. Charles Doughty, Mr. Harry R. Lewis, Mr. A. L. Ferriman, Mr. H. W. Sparkes, and Dr. Younger.

The loyal toasts having been given from the chair, and honoured with the customary enthusiasm,

The CHAIRMAN proposed the toast of the evening, "Success and Prosperity to the United Law Clerks' Society." He said he felt his position to be one of considerable difficulty, because in the years that had passed the chairmen who had year by year presided over the festival had been men of such eminence and such distinction that it was a hard task for a mere puny judge to have to follow them. In the year 1909 they had Lord Loreburn, who was then Chancellor; in the year 1910 Lord Mersey of Toxteth; in 1911, Sir Rufus Isaacs, the then Attorney-General; in 1912, Lord Justice Eldon Bankes; in 1913, the present Lord Chancellor; and last year that distinguished man who had been such a friend to the society, the present Lord Chancellor of England. That was a very difficult body of men to have to follow. It was possible, however, that he might have some claim to address them upon a subject of that sort which was not possessed by any of those noble and learned lords. He supposed that a respectable judge ought to come from a university, or from Liverpool, or, possibly, from the Stock Exchange, but he had none of those claims to distinction. He came from a solicitor's office, and, inasmuch as before he was called to the bar he had had upwards of seventeen

years' experience of various grades of the legal profession, it might not be out of place that he should appear before them on that occasion as the advocate of a society which existed for the benefit of barristers' clerks and for the benefit of solicitors' clerks. There was one satisfaction in his advocacy. In most species of legislation either one side or the other had a bad case, but the case that he had to put before them was a good case, and a case which should inspire an advocate with power to set it forth. This society, which had now existed for upwards of eighty years, was one which, above all the societies connected with the law, deserved support and encouragement, and, as had often been remarked by speakers who had taken the chair at these festivals, it was a matter for sad reflection that there were not more clerks on both sides of the profession who were members of it. It was one of the few bodies among them which enabled those who were members of it to make provision for old age and for disability, and it was, he would venture to suggest, high time that something in the nature of a crusade should be organized among the legal profession in order to obtain greater support and greater membership for the society. He saw by the report that there were 1,476 voluntary members of the society, which showed a falling-off of some twenty-eight as compared with last year; 1,476 must be a comparatively small proportion of the vast body of those engaged in barristers' chambers and in solicitors' offices, and it did seem to him worthy of an effort on their part to endeavour to get greater membership. But, when he looked further into the report, he saw that there was another feature of it which must impel all of those who were interested in the future of the society to every exertion that could be put forth in its behalf, because he saw that the expenditure exceeded the income in the last year by nearly one thousand pounds. He would urge upon everybody present, whether representing the Bar, or the solicitors, or the clerks, who together formed one great professional body, to put forward every exertion which could be put forward in order that, when next year came round, it might be found that that unsatisfactory position did not any longer exist. He knew that the present moment was a very trying period for all charitable and beneficent organizations. He knew that, of course, there was just now a far greater demand upon the pockets of all of them than probably there ever had been in the existence of the country. Still, in spite of everything that had happened, the legal profession was, he was sure, with some exertion on the part of the members of the society, capable of doing something in the future a little better than the figures he had quoted at the moment showed. Societies of the kind whose anniversary they were celebrating were societies which demanded a vast amount of labour and a vast amount of exertion on the part of those who ran them, and they all knew that in those who controlled the society they had a most admirable body of workers. He saw that it was announced in the report that one of them who was known to them all, Mr. W. C. Bowles, had unfortunately been called from them. But, with the help of the members, there was no reason why the society should not go on from prosperity to prosperity. The officials of the society could do little without the help of the members, and he asked all those who were interested in the prosperity of the legal profession to put an additional effort into the efforts they had used in the past for the strengthening of the position of the society. It had been the practice of former chairmen to dilate on the peculiar position of the barrister's clerk. He did not propose to follow them in that course. They all knew what the duties of a barrister's clerk were, and they all knew what his peculiarities were. Without those peculiarities he was sure the duties would not be as efficiently performed as they were. But the society was not only composed of barristers' clerks, it also had a very large membership—which might, he thought, be a very much larger membership—of solicitors' clerks. Solicitors' clerks, again, had their peculiarities, peculiarities which were very often somewhat antagonistic to the peculiarities of barristers' clerks. There was a form of competition among them, and, if that healthy form of competition could be made use of to bring further support and further membership and more numerous contributions to the funds of the society, he was sure the society would benefit, and they would all be glad. The assembly at the anniversary festival year after year was a representative assembly. It was composed of barristers, sometimes, as in the present instance, a stray judge, solicitors, solicitors' clerks, barristers' clerks, and the various officials connected with the Courts of Justice. But, as he had ventured to remark on one of these occasions, it had always seemed to him a pity that there could not be present at these festivals a carefully selected and judicially chosen sample of what, he was told, was getting to be a somewhat rare species, the client. He was sure that, if they could only have some small representation of the British public present, it would be seen that the legal profession, whether looked at on its judicial side or from the point of view of advocacy, or from the point of view of the solicitors, was, after all, not quite so bad as it was sometimes painted, and it would, he was sure, promote what he understood was just now exceedingly desirable, that was the healthy co-operation of solicitor and client, and so the furtherance of the interests of the deserving barrister, if they could have some public representation, as apart from professional representation, on these occasions. The funds of the society were large, it had largely invested funds, but what it wanted, and what the members must put their strength into getting, was increased membership on the voluntary side. Until the society had that increase of membership it could not be said that its condition was as healthy as it should be. The society was well deserving of support, and he wished it health and prosperity and long and increased usefulness.

Mr. HENRY SPRAY (Treasurer) returned thanks. He said the Chairman had referred to the want of membership. That had been the trouble ever since he had had the management of the funds of the society; but they had been enabled to double the number. It must not be forgotten that the membership of the society was confined to London. If they were only able to extend their borders to the country the membership would be greatly increased. The Chairman had spoken of a crusade; the committee were anxious that every member should look upon himself as a missionary, and endeavour to bring each year three or four new members. The society was passing through a very trying time. There was probably no British institution worth preserving that was not adversely affected by the war. Certainly the society had not escaped. It was faced with extra risks, which he was confident the members would not seek to evade. On the one hand, the committee must be prepared to meet future extraordinary claims from members who, as Territorials, had volunteered for the front, and might return more or less disabled, while on the other hand they not only wished to avoid taking any steps likely to deter the younger members from joining the forces, but were anxious rather to induce them to fulfil their national duty. He, for one, believed that the committee would be amply justified in advising the members generally to incur some extra reasonable financial risks, if they could by so doing help the younger members to go forth to fight. They wished to be generous, but always to be just. It must, however, never be forgotten that among the younger members there were some who, by remaining at their posts, were rendering more valuable service to their fellow men than they could in any other way.

Mr. J. B. MATTHEWS, K.C., proposed the toast of "The Legal Profession." He observed that, like their Chairman, he had come from a solicitor's office, and he had then become a barrister; he did not know whether he was going to complete the circle. He had seen the legal profession from a good many of its sides, and he believed that in every rank its members really did the best they could for their clients, and he thought that, on the whole, the public recognized this fact. In connection with the war, the profession were doing the best they could for the country. There was hardly a solicitor's office where one of the clerks, or a junior partner, or somebody, was not with the colours. At the Bar they missed the faces of many juniors, who were likewise with the army. In his own chambers five were serving their King and country, and this was something like the experience of them all, and he ventured to think that the legal profession was doing its duty to the country in the present crisis.

Mr. ALEXANDER NEILSON, in returning thanks, observed that he, too, had come from a solicitor's office.

The toast was duly honoured.

Mr. HOLMAN GREGORY, K.C., submitted the health of "The Chairman."

The CHAIRMAN, in responding, said he did not know that in a long professional career anything had given him greater pleasure than being asked to take the chair. It was not often that almost the first professional greeting that a new judge received was that request. The society very often waited, no doubt wisely, to see what sort of a judge the courts had got before trying the experiment of putting him in so responsible a position, and he felt that he might take it as a sign that those who had worked with him, many of whom he had known all his professional life, did not look upon the appointment with dissatisfaction.

Mr. STORRY DEANS proposed the toast of "The Trustees and Honorary Stewards." In connection with the toast, he said that he could not but regret that they had not larger funds to handle, the society was so truly benevolent and so truly thrifty.

Sir HOMEWOOD CRAWFORD (City Solicitor, Senior Past Master City of London Solicitors' Company) responded. He said it would be a great delight to the trustees if their responsibility could be increased. They were most anxious to see larger funds. At the same time, the assembly might accept his assurance that the funds, owing to the care of their treasurer, were most carefully husbanded and well invested. We were passing through very troublous times. Securities were suffering, like everything else. It was, therefore, obvious that everyone should do his utmost to maintain the interest in the society. He was speaking in the presence of representatives of both branches of the profession, most of them clerks. Might he just utter a word of warning. He spoke as a member of the Council of the Law Society, as a member also of the solicitor branch of the profession, with over forty-five years' experience. Times were not what they had been. He was sure the chairman would bear him out when he said that at the present moment litigation was on the wane. But there was one especial reason for that, that was why he wanted to utter a word of warning, and that was the growing expense in connection with litigation. Solicitors found this to be a matter of the greatest difficulty in inducing clients to assert their rights in the courts of law, because they were frightened of the heavy expense. Might he warn barristers' clerks more especially that it was a mistake, in the interests of the barristers themselves, unduly to worry the solicitors in connection with the question of fees? So far as the solicitors were concerned, they were only too anxious to do their duty to the other branch of the profession,

but their first duty was to their clients, and he told those present most frankly that the lack of litigation at the present moment was very largely due to the enormous increase which had taken place in late years in connection with fees. He did not blame counsel. Counsel of eminence had a perfect right to demand proper fees for their valuable services, but, speaking now to clerks generally, he asked them to believe that it was the greatest mistake they could make to insist upon heavy fees, because there were hundreds connected with the barrister branch of the profession, most capable men, most willing to do work, but who unfortunately did not get it, simply because litigation did not take place, clients being frightened of the heavy expense which might be entailed on them. He was speaking in the interest of barristers and their clerks. As far as he was personally concerned, he was in receipt of an official salary, and, therefore, not dependent upon clients. He spoke as a member of the Law Society, and he said most honestly, in the interests of the Bar themselves, in the interest of barristers' clerks more especially, they might depend upon it that their true interest was not to be quite so insistent as they were, and not to worry poor unfortunate solicitors who could not help themselves. He must apologise for speaking in this way, but he was speaking in the interest of all of them, because one had only to look at the cause lists to be convinced that he was saying what was true when he said that, unfortunately, litigation was on the wane. The real truth was that the unfortunate clients had not the money to spend. They were bound to look after these matters from this point of view. And when they were told, as they were told by their solicitors, that the expense of litigation would be heavy, they hesitated. Those connected with the Bar had it in their power practically to alter this state of affairs, and he appealed to them to take steps to that end, because their interest was bound up with that of the profession generally. It was a curious incident that three, if not four, of those who had spoken that evening had commenced their careers in a solicitor's office. They had then gone to the Bar, and had rapidly risen, and he congratulated them. It was a great privilege to him to see in the chairman one who for many years had carried on his profession next door to him, and with whom it was his privilege for many years to be associated in legal work. He congratulated him on his rapid rise.

Mr. HAROLD S. MORRIS proposed the health of "The Ladies."

Mr. CHARLES DOUGHTY returned thanks.

A musical programme was admirably performed by Miss Violet Oppenshaw, Miss Mabel Offer, Mr. Tom Kinniburgh, and Mr. Harold Montague, Mr. Wharton Wells presiding at the piano. During dinner a selection of instrumental music was given by the band of the 2nd Life Guards, under the direction of Captain Charles Hall, M.V.O.

Berks, Bucks and Oxfordshire Incorporated Law Society.

The annual general meeting of the above society was held at The Royal Hotel, Slough, at 4 p.m. on Wednesday, 19th May, 1915. Present, Mr. C. G. Field (president), Mr. F. H. Parrott (vice-president), and Messrs. W. C. Blandy, J. Bliss, S. Brain, A. J. Clarke, L. C. Holloway, F. Q. Louch, John W. Martin, B. L. Reynolds, E. L. Reynolds, D. H. Witherington and H. C. Dryland (secretary).

The minutes of the last meeting having been confirmed and signed by the president, the treasurer's statement of the accounts of the society (which shewed a balance in hand of £95 14s. 7d. cash and £303 17s. 1d. India 3 per cent. Stock) was approved.

The annual report of the society was then adopted. In speaking to the report the secretary drew attention to the large use which was made of the society's General Conditions of Sale, and pointed out that although as many copies had not been sold during the year just closed as during the preceding year, this was accounted for by the fact that during the year 1913-14 many members were laying in a stock of the revised issue of the Conditions published at the end of 1912. Mr. W. C. Blandy drew attention to the fact that the society's Register of Mortgages had apparently not met with much success, and Mr. S. Brain expressed the hope that, despite the small success of the Register, it would not be discontinued, seeing that, as for half the period of its existence the war had been in progress, he did not consider that it had had a fair trial. Mr. Brain also gave it as his opinion that after the war was over real property would become the best security, and that consequently the Register would then be of great value, with which view Mr. J. W. Martin expressed his agreement.

It was moved by the secretary (in accordance with notice), seconded by Mr. W. C. Blandy, and unanimously resolved, "that a donation of ten guineas be made to the Solicitors' Benevolent Association out of the funds of this society, in the name of Mr. C. G. Field, the President of the society." In seconding the resolution, Mr. Blandy mentioned that in consequence of the war additional applications would have to be dealt with by the association at an early date, and that consequently all possible support should be afforded to it.

Mr. F. H. Parrott, of Aylesbury, was unanimously elected as president for the ensuing year, and Mr. H. R. Blaker, of Henley-on-Thames, was, on the motion of the secretary, seconded by Mr. F. Q. Louch, unanimously elected as vice-president. Mr. H. C. Dryland was again elected as secretary, and it was resolved that for this year the offices of secretary and treasurer should again be combined.

Mr. B. L. Reynolds moved that Messrs. J. Bliss, S. Brain, A. J. Clarke, C. G. Field, F. Q. Louch, J. W. Martin, E. L. Reynolds, B. E. Tyr-

IT'S WAR-TIME, BUT — DON'T FORGET
THE MIDDLESEX HOSPITAL.

ITS RESPONSIBILITIES ARE GREAT AND MUST BE MET.

whitt, and W. E. B. Walton be elected to act with the president, vice-president and secretary as the committee for the ensuing year, and that the society do record its thanks to the committee for their services during the past year. The motion was seconded by Mr. J. W. Martin and carried unanimously.

It was proposed by Mr. J. W. Martin, seconded by Mr. S. Brain, and resolved that, "subject to the power reserved to the president, vice-president and secretary by Article 18 of the society's Articles of Association, the next annual general meeting of the society be held at Oxford on the first Wednesday in May, 1916." In seconding the resolution, Mr. S. Brain suggested that the committee should consider the desirability of holding the meeting in the early afternoon (instead of later in the day) and of substituting a luncheon immediately preceding the meeting for the annual dinner usually held after it. Several members supported the suggestion, having regard particularly to the absence of any late train from Oxford to High Wycombe and other places in Bucks.

On the proposition of the secretary (in accordance with notice), seconded by Mr. A. J. Clarke, Mr. Joseph Bliza was unanimously elected as a new trustee of the society's funds, to fill the vacancy occasioned by the death of the late Mr. R. H. Barrett.

Mr. S. Brain, having drawn attention to the fact that the society had a cash balance in hand of upwards of £95, and having expressed the view that in consequence of the exceptional distress occasioned by the war, the present would be a suitable time to make a special contribution to the Solicitors' Benevolent Association, or to some other society administering relief to persons suffering in consequence of the war, and Mr. J. W. Martin, having remarked that he understood that there were upwards of 500 Belgian lawyers rendered destitute in consequence of the war, it was moved by Mr. J. W. Martin, seconded by Mr. S. Brain, and resolved, "that the committee be asked to consider the desirability of making a special contribution out of the funds of the society to some association or associations administering relief to persons suffering in consequence of the present war, and that (subject to the terms of the Memorandum of Association) the committee be authorized to make any such donation or donations up to a total sum not exceeding twenty guineas."

On consideration of a letter received from the honorary secretary of the Birmingham Law Society, stating that it was the turn of Mr. A. H. Coley to retire from the Council of the Law Society, and that he was eligible for re-election, and had been nominated by the Birmingham Society, it was moved by Mr. J. W. Martin, seconded by Mr. A. J. Clarke, and unanimously resolved, "that this society do cordially support the nomination of Mr. Coley." In speaking to the resolution, the proposer and seconder and the secretary expressed their high appreciation of the able services rendered by Mr. Coley to the profession, both as a member of the Council of the Law Society and also at the meetings of the Associated Provincial Law Societies.

On consideration of a letter from the Law Society to the secretary, stating that it was proposed by the Council to place on record the unique circumstances that their president, Sir Charles E. Longmore, K.C.B., V.D., had throughout his term of office as president been actively engaged in the service of his country as Colonel in command of the 1st (Reserve) Battalion of the Hertfordshire Territorial Regiment, by asking him to sit for his portrait in uniform, in order that it might be hung in the society's hall, and inviting subscriptions not exceeding the individual sum of one guinea, it was proposed by Mr. S. Brain, seconded by Mr. A. J. Clarke, and resolved, "that the secretary do forward to every member of the society a copy of the letter received by him from the Law Society."

The Retiring and the New Lord Chancellor.

The following letters appeared in the *Times* of Thursday:—

Sir,—The retirement of Lord Haldane may have been, upon political grounds, necessary; but it is, I have reason for thinking, greatly regretted by very many lawyers—indeed, by all who know how much he has accomplished in his comparatively brief term of office. He has raised the Judicial Committee of the Privy Council, in the estimation of lawyers of the Dominions, the Colonies, and India, to a point never before attained. Never, too, was the House of Lords as a judicial tribunal more satisfactory than it now is. This is partly due to the new elements which he has introduced; but it is also to be ascribed to the character of his own judgments, which have helped to set a standard to which others have more or less conformed. His appointments have commanded universal approval; and if he has had few opportunities of initiating or carrying out constructive legal reforms, he has more than once pointed out the path to be followed. Soldiers of experience have been heard to say that he was at the War Office the best organizer which it has seen for a generation. Of the truth of that opinion I cannot judge; but I am sure that in the view of very many lawyers he has been (with perhaps one dubious exception) the best Lord Chancellor since Lord Hardwicke.

26th May.

X.

Sir.—Five practising members of the Equity Bar, called between 1887 and 1891, and thus slightly junior in call to Sir Stanley Buckmaster,

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have happened to be together while reading your issue of this date. May we observe upon the statement in your leading article that Sir Stanley Buckmaster's career at the bar has been one of "tolerable" success? We wish to record what we know to be the prevailing view of our generation of practising Equity men—viz., that Sir Stanley's career at our bar has been, apart altogether from his accession to the Woolsack, the most brilliant that we personally have witnessed. We enclose our names for your private information to enable you to test our claims to speak for our fellows.

26th May.

FIVE MEMBERS OF THE EQUITY BAR.

Enemy Property in England.

In a written reply to Sir John Harwood-Banner, Mr. Runciman says:—"Extensive steps have already been taken by the Government to obtain a return and register of enemy property in this country, as is evidenced by the fact that the returns already made to the Public Trustee as custodian shew the existence in this country of some £97,000,000 of property belonging to enemies. The Public Trustee has already co-operated with British creditors in assisting them to utilize the machinery provided by section 4 of the Trading with the Enemy Amendment Act for the purpose of obtaining payment of debts due to them by enemies out of the property in this country of such enemies, and the question of introducing legislation to extend the provisions of the Act is at present under consideration. In considering the disposition of enemy property in this country, due regard will be had to what is done with British property in enemy countries."

The *Times* understands that up to the present approximately £850,000 has actually been received, this representing money which in the ordinary way would have been paid to the enemy as dividends on registered stock in public companies; £29,000,000 represents the enemy interests in registered companies here, the amount being divided under various heads. Enemy investments have principally been made in mining, iron, and railway undertakings in the United Kingdom and elsewhere.

In the recent report of the Public Trustee, dated 31st March, the figures given were as follows:—Enemy income received, £701,276. Enemy property registered: Property held on behalf of enemies, £54,000,000; enemy capital in partnerships and businesses, £1,600,000; enemy capital in companies, £29,000,000; total, £84,600,000.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 5th and 6th May, 1915:—

Baker, Guy Mervyn.
Crump, William Geoffrey.
Ellis, Owen Breese.
Fairer, Christopher.
Ferguson, Robert Graham.
Gray, Martin Kenion.
Griffiths, Harold Wilson.
Horley, Edward Dashper.
Kershaw, Arthur Lawrence.
Luck, Francis William.

Prichard, Richard Francis.
Russell, Frederick Roger.
Sandys, Claude Henry Cummins.
Simons, Leonard.
Swann, Harold.
Talbot, John Lionel Pemberton.
Watts, John Christmas Clifford.
West, Charles William.
Whately, Percival Vivian Victor.

No. of candidates, 35; passed, 19.

By order of the Council,

E. R. COOK, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.

21st May, 1915.

Law Students' Society.

UNIVERSITY OF LONDON, LAW STUDENTS' SOCIETY.—At a meeting held on Tuesday, 25th May, 1915, at University College (Mr. R. F. Levy, President, in the chair), the subject for debate was, "That capital punishment should be abolished." Miss Alton opened in the affirmative and Mr. J. L. M. Perez in the negative. The following members also spoke:—Messrs. T. Franconi, R. H. Grigorowski, W. H. Easty, C. C. Gallagher, A. B. Montgomery, M. T. de Amersekera, P. A. Wood, F. Bradbury, and A. A. Carreras. The leaders replied, and on the motion being put to the meeting it was lost by 8 votes to 5.

Obituary.

Mr. T. Armitage Hewitt.

Rifleman T. Armitage Hewitt, London Rifle Brigade, says the *City Press* of 22nd May, who was recently killed in action near Ypres, was admitted in 1910, and was a member of the firm of Hewitt, Urquhart, & Woollacott, solicitors, 153, Leadenhall-street, in which his father, Mr. Thomas Hewitt, is also a partner. He was twenty-six years of age, and had taken the degree of LL.B. He was educated at Mill Hill School, under Sir John D. McClure, and matriculated there with first-class honours. By examination he gained the Law Society's Scholarship. Subsequently he spent some time in France to learn the language, afterwards travelling for a year, and visiting Australia and the United States. On returning to England he took charge of the Letchworth office, entering into the social life of the town, and acting in particular as the secretary of the Literary and Debating Society, and on the committee of the Boy Scouts. In August last he resolved to enlist, and tried the Artists and the Inns of Court Officers Training Corps. As the waiting list was too full, he enlisted as a private in the London Rifle Brigade, training in London and at Haywards Heath and Crowborough. He refused promotion to the non-commissioned rank because of his keen desire to go with the next draft to France.

Legal News.

Information Required.

Will of the late **ROBERT WILLIAM CLEMENT**. Any solicitor or other person having prepared, or having any knowledge of, the will of the above-named deceased, market gardener, who lived at Clement-place, Chase Side, Southgate, and died on the 29th May, 1914, is requested to communicate with Messrs. Lealie & Hardy, of 17, Bedford-row, W.C.

Changes in Partnerships.

Dissolutions.

CHARLES BUTCHER and **CHARLES ST. AUBYN BUTCHER**, solicitors (Charles Butcher & Son), No. 32, Gresham-street, in the city of London, May 11. Such business will be carried on in the future by the said Charles Butcher.

EDWARD ELVY ROBB and **CHARLES BERRY**, solicitors (Elvy Robb & Berry), Tunbridge Wells, in the county of Kent, and Wadhurst, in the county of Sussex. Dec. 31, 1914. The said Charles Berry continues to carry on the business under the same style. (*Gazette*, May 21.

General.

Mr. King having asked if the Attorney-General has considered the question of prosecuting persons responsible for the incitements to lawlessness contained in various newspaper articles and placards published before the recent anti-German rioting in London, Sir John Simon has replied that the matter is under consideration.

In a printed answer to Mr. King, who asked whether women who have married Germans and thus become of German nationality will be repatriated to the land which is theirs only by marriage, Mr. McKenna states that, subject to the conclusions of the Advisory Committee, the general rule will be that British-born women married to German subjects will not be removed from this country against their will.

Though, says the *Globe*, Lord Haldane has been Lord Chancellor less than three years—the shortest period of office in the modern annals of the Woolsack—he has distributed an abnormal amount of legal patronage. Four Lords of Appeal in Ordinary (Lord Dunedin, Lord Moulton, Lord Parker, and Lord Sumner), four Lords Justices (Sir Walter Phillimore, Sir William Pickford, Sir John Eldon Bankes, and Sir Thomas Warrington), three Chancery Judges (Mr. Justice Sargant, Mr. Justice Astbury and Mr. Justice Younger), and seven King's Bench Judges (Lord Reading, Mr. Justice Rowlatt, Mr. Justice Bailhache, Mr. Justice Atkin, Mr. Justice Shearman, Mr. Justice Sankey, and Mr. Justice Low), have been appointed during Lord Haldane's tenure of office.

A German waiter named Frank Kering, thirty-one, living in Devonshire-road, Ealing, was charged at the Marlborough-street Police Court last Saturday on remand with having been drunk and disorderly and also with having travelled more than five miles from his registered address without a permit. The man's wife said she was an Englishwoman. Her husband was a very good man, very loyal, and not a spy. He had been working at Park Royal at an ammunition box factory, but had been discharged because he was a German. Mr. Mead said all useful hands were now needed for the country, and it seemed absurd to discharge the prisoner if he was doing good work for the country simply because he was a German. He dismissed the second charge because there was nothing to shew that the man wilfully travelled beyond the five miles. He had been a week in custody, and would be sentenced to one day's imprisonment, which would mean that he would be immediately released.

INFANT ORPHAN ASYLUM.—A General Court of the Governors of this institution was held at Cannon-street Hotel on 27th May, when the chair was occupied by John Hill, Esq., in the absence of the treasurer. The report, which referred to the urgent needs of the asylum, and the statement of income and expenditure having been adopted, and the several officers having been re-appointed, the poll was declared open for the election of twenty infants—viz., ten boys and ten girls.

The public are cautioned to be sure of obtaining the genuine "Oxford" Sectional Bookcase, as exhibited at "Ideal Homes" and other exhibitions, particulars of which may be obtained free from the sole inventors and manufacturers, William Baker & Co., Oxford. Avoid imitations, which, although similar in name and general appearance, are quite differently constructed, of inferior finish, and more expensive. The "Oxford" is only genuine when connected with the name of **WILLIAM BAKER & Co.**—(Adv't.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Adv't.)

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY	APPEAL COURT	Mr. Justice	
	ROTA.	No. 1	JOTICE.	NEVILLE.
Monday, May 31	Mr. Borrer	Mr. Bloxam	Mr. Farmer	Mr. Gresswell
Tuesday, June 1	Leach	Jolly	Synges	Church
Wednesday ... 2	Goldschmidt	Gresswell	Bloxam	Leach
Thursday ... 3	Farmer	Leach	Goldschmidt	Borrer
Friday ... 4	Church	Borrer	Leach	Synges
Saturday ... 5	Synges	Goldschmidt	Church	Jolly
Date.	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	EVE.	SARGANT.	ASTBURY.	YOUNGER.
Monday, May 31	Mr. Goldschmidt	Mr. Leach	Mr. Jolly	Mr. Synges
Tuesday, June 1	Bloxam	Goldschmidt	Gresswell	Borrer
Wednesday ... 2	Farmer	Church	Borrer	Jolly
Thursday ... 3	Church	Gresswell	Synges	Bloxam
Friday ... 4	Gresswell	Jolly	Farmer	Goldschmidt
Saturday ... 5	Leach	Borrer	Bloxam	Farmer

COURT OF APPEAL.

TRINITY SITTINGS, 1915.

The Appeals or other Business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final and New Trial List.)

The King v Roberts (expte The Mayor of Stepney) (c a v May 20)

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE & ADMIRALTY DIVISION (PROBATE & DIVORCE), & THE COUNTY PALATINE & STANNARIES COURTS.

(General List.)

1913.

In re an Application, No 349,763, by the Texas Co for registration

and In re The Trade Marks Act, 1905 (s o generally)

1914.

Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Levenstein Id (s o until after termination of war)

Attorney-Gen v The Great Northern Ry Co (s o until after judgt in House of Lords)

In the Matter of Letters Patent granted to Edward Mertens No 17,198 of 1904 and In the Matter of the Patents & Designs Acts, 1907 & 1908 (s o one week's notice on either side to restore)

In re Alfred Maber, dec Ward v Maber and ora (s o generally)

Read v The Stella Conduit Co (s o for appointment of legal personal representative)
In re Robbins Robbins v Podmore and ors
In re A K Holland, dec Langley v Sevier
O'Sullivan, Spinster v P Tolchinsky
Maddick and ors v Sir Arthur Bigg (s o for appointment of legal personal representative, March 25)

The Mayor, Aldermen & Citizens of the City & County of Kingston-upon-Hill v The North Eastern Ry Co

Moore v The Associated Newspapers Ltd
In re T J Barratt, dec Barratt v Coates and ors
In re Crosbie's Settlement Crosbie and ors v Crosbie
In re J Tongue, dec In re John Burton's Will Trusts Higginson v Burton and ors In re John Burton, dec Burton and anr v Higginson

In the Matter of Letters Patent granted to William Taylor and In the Patents & Designs Act, 1907

In re Florence Lind, dec Industrial Finance Syndicate Ltd v Lind and ors

Fellows v T W Lench Ltd
In re Smelting Corp Ltd Seaver and anr v The Smelting Corp Ltd (s o Michaelmas)

Wolfe v Menzies and ors
In re William Raven, dec Spencer v The Nat Assoc for the Prevention of Consumption and other forms of Tuberculosis (s o not before July 1)

W. Woodhead & Son Ltd v Kirkstall Forge Co Ltd

In re The Estate of Charles Bowman, dec Secular Soc Ltd v Bowman and ors

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1914.

McVittie v Oldham Corp (restored)

1915.

Riley and ors v The United Earthenware Manufacturers Ltd

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1914.

Divorce Dugdale v Dugdale
Divorce Ward v Ward

1915.

Divorce Napier C C J (Petr) v Napier E M G orse Goodban (Resp)

Divorce In re the Legitimacy Declaration Act, 1858 Singsby v Attorney-Gen T W & A P Singsby parties cited

FROM THE KING'S BENCH DIVISION.

Judgments Reserved.

(Final and New Trial List.)

The King v The Board of Trade (expte The Gt Central Ry Co)
The King v Gathorne-Hardy (expte Great Central Ry Co)
The King v Same (expte The Midland Ry Co and The Midland & North Eastern Ry Joint Committee) (e a v May 14)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1915.

Bendix v Chilian Syndicate Ltd and anr (not before July 1, 1915)

Stepney & Bow Educational Authority v The Comms of Inland Revenue (Revenue Side) (s o till after decision in House of Lords in "Marquis Camden & Inland Revenue Comms")

1914.

La Parana Societe v John Voss & Co (s o until June 14)

The Comms of Inland Revenue v Smyth (Revenue Side) (s o Michaelmas)

Hunter v Comms of Inland Revenue (Revenue Side) (s o Michaelmas)

The General Accident Fire & Life Assce Corp Ltd v Knowles

John Kilner & Sons v Grey & Menzies Ltd (not before June 14)

The Underground Electric Ry Co of London Ltd & Glyn Mills Currie & Co (Appita) v The Comms of Inland Revenue (Revenue Side)

De Pinna v Dear
Gellatly Hankey & Co v C J Wills & Son Ltd

Kilner v The Army & Navy & General Assce Assoc Ltd

The King v Richards (expte The Mayor & Co of Llanelli)

The King v Williams
The King v Foots Cray Urban District Council

In re An Arbitration between Sorrentino & Buerger and anr (special case)

Jones v The Padstow Harbour Commissioners

Kelly v Nat Soc of Operative Printers and Assistants and ors
Pearce v North Eastern Ry Co

In re an Arbitration between Duncan Fox & Co and Schrempf & Bonke (special case)

Milroy v Victors Ltd
Osborne v N Fortescue & Sons Ltd
Wheeler v Morris
Chenderiang Tin Dredging Ltd v Neil

Miller v Waterlow & Sons
Hooley v Batterley Co Ltd
G O Tuck & Co (Incorporated) v America Levant Line Ltd

Rodger v Dix (Cameron, Clmt) and In re an Issue—Cameron v Rodger

Jefferson v Paskell
North Eastern Ry v J C Bannister & Co

Green v Geo Mills & Co Ltd
In re an Issue between O'Driscoll & anr and The Manchester Insee Committee under the Nat Insee Act, 1911 (No 3, Interlocutory List, to come on with this)

Countess de Mamel de Manin v Poole & Robinson

Montes v Canton Insee Office Ltd
H Dakin & Co v Lee
Crisp, Athill & Co Ltd v Booth & Co

Martin v Hicks (Receiver and Manager of McNamara & Co Ltd)

Seagar v Isaacs

1915.

Potter v Berry
Barron v Potter

The Austin Friars Steam Shipping Co Ltd v Spillers & Bakers Ltd

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McVittie v Turner
Neville v Dominion of Canada
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Fairbrother, Ellis & Co v Stoddart
Bradshaw v Waterlow & Sons Ltd
Terry v Moss' Empires Ltd

Phillips (widow) a poor person v Heppenstall & Clark
Flude Ltd v Goldberg (Isaacs, Clmt)
Tumim v Halford
Matthews v Fraser

King v Earl Cadogan
Walter Morrison v The Commissioners of Inland Revenue (Revenue Side)

Reid v The Royal London Mutual Insee Soc Ltd and anr
Symington & Sinclair v Rutter, Rutter & Co

Branch v Pope
Edmondson v B Newgas & Co Ltd
Kerley v Lancashire & Yorkshire Ry Co

Maple & Co Ltd v Hollis
Whennan v Clark
The Comms of Inland Revenue v The Sheffield & South Yorkshire Navigation Co (Revenue Side)

E Berry & Sons v The Star Brush Co Ltd
R & W Paul Ltd v Huni & Wormser Ltd

Ann Pittman Grandy v D Dunham, Surveyor of Taxes (Revenue Side)
Winter and ors (Exors and ors) v Stride & Son Same v Same
W Wise & Son v The Cinephone Co Ltd and anr

Barnard v London & South Western Ry Co
Princess of Thurn & Taxis v E Hulton & Co Ltd
A S Mumme, Kotzias & Co v United Shipping Co Ltd

Lacock v Oceanic Steam Navigation Co Ltd
The New Motor & General Rubber Co Ltd v Society of Motor Manufacturers & Traders Ltd

McLean v Carlisle
Manley v Burn
Sims v Elder, Dempster Co Ltd and anr

H Newsum & Sons & Co Ltd v W H Stott & Co Ltd
D Jones v H Jones and anr
Thames & Mersey Marine Insee Co Ltd v British & Chilian Steamship Co Ltd

Barnard v Foster
George Clare & Co v The Dressner Bank
Keep's Steamship & Lighterage Co Ltd v The Mason Steamship Co Ltd

Andrew Miller & Co v Taylor & Co
Goldman v A Kaempf & Tempel Ltd

Glamorgan Coal Co Ltd v The Standing Joint Committee of the Quarter Sessions and the County Council of Glamorgan
Powell Duffryn Steam Coal Co Ltd v Same

Knight v De Dion Bouton (1907) Ltd
Happe v Manasseh
Quirk v Thomas
Worswick and anr v Lancashire & Yorkshire Ry
Saks v Tilley

Williams v Cardiff Turkish Baths Ltd
Corbett v Corbett & Co Ltd and ors
Settle, Speakman & Co Ltd v The Dennington Main Coal Co Ltd
Papworth v Mayor, &c of Battersea

District Iron & Steel Co Ltd v Tureu, Harhuann & Co
In the Matter of an Arbitration between Arnhold Kerberg & Co and the Blythe Green Jourdain & Co Ltd

In the Matter of an Arbitration between Theodor Schneider & Burgall & Newsum
Cooke v T Wilson & Sons
Sekolsky v British Dominions General Insee Co Ltd
Hamilton v Marconi's Wireless Telegraph Co Ltd
Holland Gulf Stoomvaart Maatschappij v Watson, Munro & Co

Jager v Tolme & Runge and The London Produce Clearing House Ltd
In the Matter of an Arbitration between The British and Foreign Commercial Co Ltd and William Broster & Co and between A. Cohen and The British and Foreign Commercial Co Ltd

Cleary v Brazil Ry Co
Mason v Lehwess
Joyce Bros. v Pitt-Fox
Lehmann & Co v Shaw
Cann v Thomas
Mull v Blair
The King v Taylor
Lang v Chenderiang Tin Dredging Co

Price v The Glynea and Castle Coal and Brick Co Ltd
In the Matter of an Arbitration between The Mersey Docks and Harbour Board and The Corp. of Birkenhead
Maxwell v Nathan and ors
Roberts v The Sungei Besi Mines Ltd
Glaskie v Hartmann and anr
Wolf v Hartmann
Humphries v Stockdale
Hunter v Farren and ors

Faber v Humber Id
 I J Abdela and Mitchell Id v De
 Russett Bros
 Steel, Young & Co v T P Rose,
 Richards & Co Id
 Cox v Coulson
 Janson and ora v Poole
 Bruce, Marriott & Co v Houlder
 Line Id
 Johnson & Co (Wholesale Costu-
 mers) Id v Morse and Ducie
 St Enoch Shipping Co Id v Phos-
 phate Mining Co Id
 Riches v London General Omnibus
 Co Id and ora
 Seymour v Lipton Id
 Kerman v Wainwright
 Sleight v Hudson Kearns Id
 Steel v Walker
 Williams v Bullock
 Underwood v British Uralite Co
 Nye v Peugeot (England) Id
 Rose v The Great Western Ry Co
 Naylor v The Colonial Mutual
 Life Assce Soc Id (of Australia)

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors
 (Final List.)

1914.

The Lismore—1914—Folio 6 The
 Southampton Harbour Board as
 Owners of Steam Launch S H B
 and Barge No 1 v The Owners
 of Steamship Lismore (damage)
 The Capenor—1913—Folio 297
 The Owners of Steamship
 Capenor v The Owners of
 Steamship Antiooon and
 Owners of Steamship Albert W
 Selmer (damage)
 The Kaiser Wilhelm II—1914—
 Folio 290 Owners of Steamship
 Incmore v The Owners of
 Steamship Kaiser Wilhelm II
 (damage)
 The Incmore—1914—Folio 272
 The Norddeutscher Lloyd SS Co
 the Owners of Steamship Kaiser
 Wilhelm II v The Owners of
 Steamship Incmore and freight
 (damage)
 The Sindora—1914—Folio 445
 The Owners of Sailing Vessel
 Dovenby and ora v Owners of
 Steamship Sindora
 The Baron Innerdale—1915—Folio
 69 Owners of SS Baron Inner-
 dale v Owners of SS or Vessel
 African Monarch
 The Joseph Thompson—1915—
 Folio 15 The Owners of SS
 Astrate v The Owners of SS
 Joseph Thompson

Without Nautical Assessors,
 1914.

The Leon Blum—1914—Folio 2
 The Owners Masters and Crew
 of Steam Tug Vanquisher v The
 Owners of the Cargo lately on
 Board the Ship or Vessel Leon
 Blum and La Societe Nouvelle
 d'Armement (salvage, point of
 law only)
 The Brugge—1913—Folio 298
 E A Herbert & Co Id v Grant
 (breach of contract)

FROM THE KING'S BENCH DIVISION.

Judgment Reserved.
 (Interlocutory List.)

Seal v Turner (c a v May 19)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)
 1912.

The King v Justices of the County
 of London and ora (expte
 Stanley) (s o generally)
 The King v Justices of the County
 of London and ora (expte the
 London County Council) (s o
 generally)

1915.

O'Driscoll and anr v Sweeney
 (Judgt Debtor) and In re a
 Garnishee Order O'Driscoll and
 anr v Manchester Insurance
 Committee under National Inacc
 Act, 1911 (Garnishee) (To
 come on with 31 Final List)
 Attorney-Gen v Benn C A
 (Revenue Side)
 Adnrl Electric Co Id v British
 Traders' Assoc
 Same v Same
 Same v Audcole and Turner Id
 E R Alexander & Sons, Judgment
 Creditors v Cross, Cross &
 Smart Id, Judgment Debtors
 (J M Sly, Garnishee)
 Shackleton v Sawyer & Cook
 Leader v Direction der Disconto
 Gesellschaft
 Maisel v The Financial Times Id

IN RE THE WORKMEN'S COMPENSATION ACTS 1897 AND 1906.

(From County Courts.)

1914.

Tyrell v The Sopwith Aviation Co
 (s o generally Jan. 16, 1915)

1915.

McCardle v Swansea Harbour
 Trust, Swansea
 Cooper v Wales Id
 Harrison v Ford
 Wright v The Sneyd Collieries Id
 Morgan v Cynon Colliery Co
 Fox v Barrow Hamatite Steel Co
 Id
 Miller v Richardson
 Luckie v Merry
 Plumley v Ewart & Son Id
 Jackson v Hunslet Engine Co Id
 (to come on in front of Beck v
 H Hills & Sons (Carriers) Id)
 Roper v Freke
 Corbett v H S Pitt & Co
 Housley v Hadfields Id
 Beare v Garrod
 Allison v Barnard
 Beck v H Hills & Sons (Carriers)
 Id
 Penman v Smith's Dry Dock Co
 Id
 E H Barrow (an infant) v Blair
 & Co Id
 Greenwood v J Hall & Co Id
 Lane v W Lusty & Son
 Richards v Pitt
 Prout v London & South Western
 Ry Co
 Hopley (an infant) v Pool, Lor-
 rimer & Tabberer
 Joseph Dolan & Son v Ward
 J & C Harrison Id v Dowling
 Griffiths v W Gilbertsons & Co Id
 McGuire v Gabbott
 Chapman v Sage & Co Id
 Proctor v Owners of SS Serbino

N.B.—The above List contains
 Chancery, Palatine and King's
 Bench Final and Interlocutory
 Appeals, &c., set down to May
 21st, 1915.

HIGH COURT.—CHANCERY DIVISION.

TRINITY SITTINGS, 1915.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice JOYCE.—Except when other business is advertised in
 the Daily Cause List, Actions with Witnesses will be taken throughout
 the Sittings.

Mr. Justice NEVILLE will take his business as announced in the
 Trinity Sittings Paper.

Mr. Justice EVE will take his business as announced in the Trinity
 Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice EVE will take
 Liverpool and Manchester business on Thursdays, the 10th June, and
 the 8th and 22nd July.

Mr. Justice SARGANT.—Except when other business is advertised in
 the Daily Cause List, Mr. Justice Sargent will sit for the disposal of
 his Lordship's Witness List throughout the Sittings.

Mr. Justice ASTBURY.—Except when other business is advertised in
 the Daily Cause List, Mr. Justice Astbury will sit for the disposal
 of his Lordship's Witness List throughout the Sittings.

Mr. Justice YOUNGER.—Except when other business is advertised in
 the Daily Cause List, Mr. Justice Younger will take his business as
 announced in the Trinity Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice NEVILLE,
 Mr. Justice EVE and Mr. Justice YOUNGER will sit in Court every
 Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be
 heard by Mr. Justice NEVILLE, Mr. Justice EVE and Mr. Justice
 YOUNGER.

Motions, Petitions and Short Causes will be taken on the days stated
 in the Trinity Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the judges will sit for the disposal of
 Witness Actions as follows:—

Mr. Justice JOYCE will take the Witness List for JOYCE and EVE, JJ.
 Mr. Justice SARGANT will take the Witness List for SARGANT and
 YOUNGER, JJ.

Mr. Justice ASTBURY will take the Witness List for NEVILLE and
 ASTBURY, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to 21st May, 1915.

Before Mr Justice JOYCE.

Retained Motion.

Russian (Smieloff) & Co Id
 Causes for Trial (with Witnesses).
 Davies v Evans

Osram Lamp Works Id v Pope's
 Electric Lamp Co Id (fixed for
 June 21)

In re Niel Rylie Id Harben v
 Niel Rylie Id
 Melville v Melville

Bett v R J Johnson & Co pt hd
 Horlick's Malted Milk Co v Sum-
 merskill

The Universal Winding Co v
 George Mattersley & Sons Id
 (fixed for June 14)

In re Endell Motor Agencies Id
 Stones v The Company

Brown v Gray
 London City & Midland Bank v

Shand, Higson & Co
 Bruty v Edmundson
 Wynne v Wynne

Evans v Davies
 Ogdon v Walker
 Reeves v Stanley, Paul & Co
 Nixon v Forster
 Rochford v Essex County Council
 Stirling v Hill
 Moorhouse v Moorhouse
 Jarrott v Ackerley

Before Mr. Justice NEVILLE.

Retained Witness Actions.

Hall v Litchfield
 Smith v Pearman
 In re Mary Goodson Theobald v
 Theobald

Motion (with Witnesses).

Mabie Todd & Co Id v Lombardini

Further Considerations.

In re J. B. Jayne, dec Jayne v
 Jane (s o to June 8)
 In re Gledhill, dec Gledhill v
 Beaumont

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In re A G Denton, dec J. R. Cordell & Sons v Rhodes

Causes for Trial (with Witnesses) and Adjourned Summonses.

In re Simpson Coutts & Co v Church Missionary Soc (s o)

In re Mary Goodson, dec Theobald v Theobald

Smith v Pearman pt hd (s o)

In re Metallurgique Id L'Auto Metallurgique (Société Anonyme) v The Company Id (with witnesses)

In re Collins Collins v Johnson

In re David Roberts, dec Roberts v Roberts

In re Alfred Robinson, dec Whitefield v Robinson

In re E S James, dec Bullock v Mould

City & South London Ry Co v HM Postmaster-General

In re Rendell's Will Trusts In re Trustee Act, 1893

In re French, dec French v French

In re C A S Garland, dec Dallas v Locke

In re R Heath, dec Hare v Rowe

Mitchell v Munns

In re R Briggs, dec Briggs v Bantoft

In re Wedgwood Wedgwood v Wedgwood

Krelinger v New Patagonia Meat, & Co Id

In re P R Prince, dec Prince v Prince

In re Monzani Trusts Public Trustee v Monzani

In re Draycott, dec Draycott v Draycott

In re Trevilian's Will Trusts Woolcombe v Trevilian

Jones v Lloyd

In re Gooden's Estate Godlee v Public Trustee

In re Wilberforce Wilberforce v N British & Mercantile Inace Co

In re Edward Knight's Will Spicer v Knight

In re Owen Hughes, dec Williams v Roberts

Cardiff Corp v Barry Ry Co

In re Ray Ray v Jackman

In re Mackenzie Mackenzie v Weaver

In re Long-Sutton Preston v Long

In re D M Campbell, dec Campbell v Campbell

In re Charlton's Settlement Charlton v Charlton

In re Nutt's Settlement McLaughlin v McLaughlin

In re M A Edwards, dec Wingrove v Michaelis

In re Rogers, dec Public Trustee v Rogers

In re Holdship, dec Holdship v Thomas

In re E J D Isaac, dec Grant v Isaac

Michaels v Kaplan

In re Watling's Settlement Fowler v Watling

In re "Slogger" Automatic Feeder Co Id Hoare v The Company

In re Isaac Harrison, dec Thorne-Thorne v Harrison

In re Emanuel & Co Id A Barnes Id v The Company

In re Abraham Silvester, dec Silvester v Silvester

In re Tatton Tatton, v Public Trustee

Companies (Winding-up) and Chancery Division.

Companies (Winding-up).

Petitions.

Timor Oilfields Id (petn of R H Silley—ordered on Oct 13, 1914, to stand over generally)

John Riley & Sons Id (petn of F B Smart—ordered on Dec 15, 1914, to stand over generally)

Chilian Eastern Central Ry Co Id (petn of A Delmele—s o from Jan 12, 1915, to June 15, 1915)

Paraguay Central Ry Co Id (petn of Frederick J Benson & Co—s o from April 13, 1915, to July 13, 1915)

Otto Id (petn of Harrison & Sons—s o from April 13, 1915, to June 15, 1915)

Oilfields Finance Corp Id (petn of Consolidated Electrical Co Id—ordered on April 13, 1915, to stand over generally)

United Electric Theatres Id (petn of New Bioscope Trading Co Id—ordered on April 22, 1915, to stand over generally)

Premier Exploration Co Id (petn of Basinghall Syndicate Id—ordered on April 27, 1915, to stand over generally)

St Agnes Consolidated Mines Id (petn of Curtis & Harvey Id—s o from May 11, 1915, to July 27, 1915)

International Salt Co Id (petn of John M Henderson & Co—s o from May 11, 1915, to June 8, 1915)

Maisel's Petroleum Trust Id (petn of Executors of the Will of A Van Zwanenberg—s o from May 18, 1915, to June 1, 1915)

National Investment Trust Corp of England Id (petn of Crews, Lichtenstradt & Co—s o from May 18, 1915, to June 1, 1915)

Premier Meat Co Id (petn of Archer & Sulzberger Id)

Tough-Onkes Gold Mines Id (petn of G F S Bowles)

"RMS" Syndicate Id (petn of E H N Girdlestone)

General Rapid Transit Id (petn of E C Edwards)

New Supper Club Id (petn of W H Neve)

Standard Newspapers Id (petn of Olive Brothers Id)

Leeds & District Cinematograph Theatres Id (petn of G W Gibbs and ora)

United Electric Theatres Id (petn of Davis & Taylor)

Near East Trust Id (petn of Short, Smedley & Co and anr)

Chancery Division.

Petition (to sanction Scheme of Arrangement and confirm Reduction of Capital).

Capitol Freehold Land & Investment Co Id and reduced (s o from May 4, 1915, to June 8, 1915)

Petition (to confirm Reduction of Capital).

Transvaal & Rhodesian Estates Id & reduced (for July 6, 1915)

Anglo-Bolivian Rubber Estates Id & reduced (for June 8, 1915)

Petition (to confirm alteration of Memo. of Assoc.)

Bristol Tramways & Carriage Co Id (for June 8, 1915)

Petition (to confirm Re-organisation of Capital).

Cooper Steam Digger Co Id (ordered on June 16, 1914, to stand over generally)

Petition (to sanction Scheme of Arrangement).

William Coleman's Ordinary Shares Id (petn of H W Cutting—ordered on March 3, 1914, to stand over generally)

Companies (Winding-up) and Chancery Division.

Court Summonses.

French South African Development Co Id Partridge v French

South African Development Co Id (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)

Oil & Ozokerite Co Id (to vary list of contributories—with witnesses—ordered on April 2, 1914, to stand over generally)

Bradley Williams Ore Treatment Co (1910) Id (on claim of H B Everett) pt hd

Essequibo Rubber & Tobacco Estates Id (to vary certificate of taxation)

South Sumatra Rubber Estates Id (to appoint special examiner)

Cornish Consols Id (claim for costs)

Hedley's Collieries Co Id (to dis-train)

Owen Grant Id Hill v Owen

Grant Id (for delivery up)

British Isles Oil Producers Id (vary list of contributories, with witnesses)

Before Mr. Justice Eve.

Retained Witness Actions.

Allison v Forman

London City & Midland Bank v Forman

Pulman v Bamford & Co Id

Smith v Portlock

Bather v Mayor of Shrewsbury

Blake v Gibbs

In re British Australian Oil Co Id

Lawson v The Company (not before June 8)

Dornberger v Hockenhimer

Special Case.

(For Mr. Justice Younger.)

In re an Arbitration between The Law Guarantee Trust & Soc (in liquidation) and In re the Munich Reinsurance Co

Further Considerations.

In re T Schwann, dec Schwann v Stahlmann

In re Henry Hart, dec Day v Hart

In re C Couchman, dec Collyer v Couchman

Causes for Trial Without Witnesses and Adjourned Summonses.

In re L A G May, dec May v May

In re J Isaac Smith, dec Cleeton v Rowden

In re Samuel Raven, dec Maitland v Raven

In re G W Marsden, dec Hingston v Marsden

In re Brett, dec Brett v Evans

In re Breach's Settlement Taylor v Taylor

In re H P Paget, dec Sleight v Paget

In re Newman Newman v Sturtevant Engineering Co Id

In re H C Masterman, dec In re G H Masterman, dec Masterman v Masterman

In re C W Guttridge, dec Taylor v Guttridge

In re Hoskier, dec Hambro v Hoskier

F Lawrence Id v Robinson

In re Fullerton's Settlement Leveson-Gower v Roberts

In re Weightman's Settlement Astle v Wainwright

In re H C Howard, dec Howard v Howard

In re T Grimley, dec Arnold v Grimley

In re H B Glover, dec Glover v Glover

Trustees, Executors and Securities Corp v National Bank of Turkey

Union Jack Photo Plays Id v Ideal Film Renting Co

In re J Henderson, dec Henderson v Henderson

In re J J R Green, dec Green v Green

In re Coates Loftus v Vernet

In re Mary Richmond Wakefield v Watson

In re F A Johnson, dec Johnson v Johnson

In re F G Jones, dec Jones v Phillpotts

In re B Gardner, dec Pritchett v Potter

In re R John, dec John v John

In re Johnstone's Settlement Worrall v Christie

Hunt v Wood

In re Greenslade, dec Greenslade v McCowan

In re Abdy's Settlement Trust Salter v Abdy

In re John Smith, dec Smith v Smith

In re Porter, Amphlett & Co, Solrs

In re A C Foot, dec Foot v Burgess

Westgate & Birchington Water Co v Powell Cotton

Williams v Williams Wynn

In re E T Lamport Shipley v Gethen

In re H M Marshall, dec Marshall v Marshall

In re Thompson's Settlement Allen v Pock

W & T Avery Id v Ashworth Sons & Co

In re A S Mouncey, dec Mouncey v Mouncey

In re Alice Greeves, dec Dean v Boden

Jary v Kayser

In re Curry dec Allott v Webb

In re Boak, dec Peach v Poak

In re Armistead, dec Thackeray v Brown

Oppenheim v Grüwing

Evans v Corey

In re E S Fowler, dec Fowler v Whittingham

In re Baron Donnington, dec Campbell v Norfolk

In re Joseph Clarkson, dec Public Trustee v Clarkson

In re Martin Slater, dec Slater v Jonas

In re Sarah Lloyd, dec Public Trustee v Lloyd

In re William Raven, dec Raven v Bowra
In re Douglas, an infant In re Guardianship of Infants Act 1885
In re Same and Same
In re Kersey, dec Lambert v Kersey
In re R. Mitson, dec Stanford v Sparrow

Before Mr. Justice SARGANT.

Retained Matters.

Actions.

(With Witnesses.)

Earp v Stratton

From Mr. Justice SWINFEN
EADY's List.

Natural Color Kinematograph Co
ld v Speer and Rodgers (s o
generally)

Booth v Williamson (s o gener-
ally)

Carter v du Cros (s o generally)

Hill v Gorton (s o generally)

In Court (as Chambers).

Applications (Restored).

Locker-Lampson v Isaacs Same
v Same Same v Same (at 2
o'clock for June 9)

Adjourned Summonses.

In re Phillips, dec Phillips v
London Joint Stock Bank ld pt
ld (s o generally)

In re John Hemmings, dec Hem-
mings v Cunningham (s o
generally)

In re Billings' Trusts Billings v
Rae (for June 1)

Causes for Trial.

(With Witnesses.)

In the Matter of the Petition of
Right of Lady Frances Bushby
and ors

In re F A Symes, dec Symes v
Symes (s o generally)

Gibson v Osborne (s o generally)
Columbia Graphophone Co v
W H Reynolds ld (not before
July 1)

Mills v Mills

Preston v Alexander

Greenwood v Jones

French & Harris ld v Webster

Williams v Baldwin

Stephen Goodwin & Tatton (1904)
ld v Creighton

Williams v The Public Trustee

In re David Bebb, dec Bebb v
Williams

Barnard v Wallis
Blake v Slender (not before June
10)

Kerman v Savage's Trustee and
May & Rowdan

In the Matter of Dover Street
Antique Galleries ld Turner v
The Company

Harvey v Slaughter

Bonner v Walker (transferred to
this List)

The Law Guarantee Trust and
Accident Soc ld v The Law
Accident Inace Soc ld (s o
generally)

Lloyd v Lloyd

In the Rules of the Supreme Court,
1885 Roberts v The National
Provincial Bank of England

Simmonds v Jones

In re James Wilson, dec Shaw v
Horsfall

E Charlewood and ors v Boots Cash
Chemist (Lancashire) ld

Before Mr. Justice ASTBURY.

In re The Guardianship of Infants
Act, 1886.

(Appeal from the County Court of
Lancashire, holden at Liverpool.)

In Camera.

In re the County Courts Act, 1883,
and In re The Guardianship
of Infants Act, 1886, and In re
G B Smith and E B Smith,
infants

Smith v Smith

Causes for Trial.

(With Witnesses.)

In re The Canadian Agency ld
Southern v The Company (s o)

Hickman v Harris

Grover v Williams

Pearce v Fear

Earl of Dartrey v Grantway

Don Coal and Iron Co ld v Bull-
croft Main Collieries ld

In re Gilbert, dec Gilbert v Gil-
bert

The Bodega Co ld v Martin

Davison and anr v Harbinger

Mugleston v Pluck

Stockdale v The British Indian

Oil Mills ld

In re R Graham, dec Graham v

Graham In re Graham Stein-
berg v Graham

Caidland v Churchill

Wakefield Corp v Lofthouse Col-
liery ld

Reeves v Reeves

In re Wainman's Will Trusts
Wood v Gurney

Estler v The Adjustable Shelving
and Metal Construction Co ld

Drew v Theobald

Franklin v Moody

Hillier v Hillier

Parker v Demerara Co ld (fixed
for July 1)

Whitburn v Owles

Castell Bros ld v Wyllie

White v Sanders

Before Mr. Justice YOUNGER.

Retained Matters.

Judgment Reserved.

Action.

Carter v The United Soc of Boiler-
makers & Iron and Steel Ship
Builders and ors (c a v May
20)

Cause for Trial.

(With Witnesses.)

Mewburn v Jennings

Further Consideration.

In the Matter of the Estate of
William Jabez Ball, dec A E
Bourner v Geo Bell pt hd (s o
generally)

Causes for Trial Without Wit-
nesses and Adjourned Sum-
monses.

In re Dunkel's Settlement Thal
v Dunkel (s o generally)

In re Turner Turner v Turner
(s o generally)

Hanau and ors v Standard De-
velopments ld (s o generally)

In re The Estate of A A
Humphries, dec J H Naylor
and anr v A E A Smith and ors
(s o to come on with fur con)

In re George Malthey, dec
Prideaux v Mannell (s o gener-
ally)

In re Moses Solomon, dec Sidney
v Solomon Solomon v Davis
(s o)

In re an application No 355,395 of
Cadbury Bros ld and In re The
Trade Marks Act 1905

In the Matter of an Application
The British Milk Products Co ld
and In the Matter of the Trade
Marks Act 1905 for registration
of Trade Mark No 365,142

Ward v Ward pt hd (s o gener-
ally)

In re Bradford & Hunter Partner-
ship Agreement (s o generally)

In re George Portway, dec Fitch
v Wilson

In re W H Brown's Patents and
In re the Patents and Designs
Act 1907 (with witnesses)

In re H. W. Cave, dec Moore v
Chalmers

In re Charles S Smith, dec
Danziger v Ashton (not before
June 10)

In re George Guntrip, dec
Hollingsworth v Smith

In re Alexander Limond, dec
Limond v Cunliffe and ors

In re John Devenport & Sons
Brewery ld Stone v John
Devenport & Sons Brewery ld

In re Brockell, dec Tasker v
Medcalf

In re Clarkson, dec Greenwell v
Clarkson

Hutchinson v Major

In re Urban Sumpster, dec
Sumpster v Sumpster

In re M A Macauliffe, dec The
Public Trustee v Gray and ors

In re G E Taplin, dec Public
Trustee v Taplin

In re Smith's Will Trusts Cozens
v Tovey

In re John Robinson's Devised
Estates and In re The Land
Clauses Acts

In re Telfer Smollett's Settlement
Public Trustee v Telfer Smol-
lett

Ryan v Gray Jagger v Gray

In re Sarah Lyons' Settlement
Henry v Lyon

In re Mason's Settlement Trusts
Mason v Palmer (restored)

In re Sir Arthur T Watson, dec
Wilke v Watson

In re Berlyn, dec Berlyn v
Goschalk

In re Frederick Pennington, dec
Stevens v Pennington

In re Eyre, dec Johnson v
Williams

In re W Beavan, dec Jones v
Joussellin and ors

In re The Earl of Carlisle's
Settled Estates & The Settled
Land Acts, 1882 to 1890 Carlisle
v Granet and ors

In re Charles Cooper, dec
Cooper v Larkins

Clarion Record Co ld v Corey

In re Berry's Settlement Whit-
tington v Berry

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
Suitable Clauses for Insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

KING'S BENCH DIVISION.

TRINITY SITTINGS, 1915.

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending 21st May, 1915.

In the Matter of a Deed of Arrangement between a Debtor and his Creditors Expte A Tournier & Co v F S Salaman, the Trustee under the said Deed appl from the County Court of Surrey (Kingston-on-Thames)

In the Same Expte G H A C Berkeley & R T M Berkeley (Exors of the late G A Berkeley) v F S Salaman, the Trustee under the said Deed appl from the County Court of Surrey (Kingston-on-Thames)

In re H S de Moyland (No 24 of 1913) Expte J E Myers, the Trustee v the Debtor appl from the County Court of Hertfordshire (St Albans)

MOTIONS IN BANKRUPTCY FOR HEARING BEFORE THE JUDGE, PENDING 21st MAY, 1915.

In re G H Boddington Expte F S Salaman, the Trustee v Alfred Tongue

In re Hookins & Johnson Expte O Sunderland, the Trustee v Cannon & Gaze ld

In re F G Lloyd (described in the Receiving Order as B S Lloyd & Co) Expte N Hingley & Sons ld v J H Stephens, the Trustee

In re J H Wilson & Maude Expte Wilhelm Marum v W Nicholson & T Turkentine, the Trustees

The Property Mart.

Forthcoming Auction Sale.

July 6.—Messrs. DANIEL SMITH, OAKLEY & GARRARD, at the Mart: Freehold Sport- ing Estate (see advertisement, back page, this week).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 21.

ALLEN, LUCY MARY, Shirland rd, Paddington June 30 Marsden & Co, Henrietta st, Cavendish sq

BARKER, Sir JOHN, Bart., Bishop's Stortford, Herts June 30 Baileys & Co, Rerrers at Bedford, June, Halifax June 30 Mitchell, Halifax

BENGOUGH, NELINA, Woodton, Bedford June 24 Temple & Philips, Kingston

BILES, ALBERT WILLIAM, Heathdene rd, Streatham June 22 Cooper & Hambling, Solers, for London and South Western Bank, Ltd, Fenchurch st

BOGGS, SIMON GOLDING, Bures, Suffolk June 22 Thompson & Co, Colchester

BRANWELL, ELIZA CLIFFORD, Hollington, Sussex June 30 Woodcock & Co, Blooms- bury sq

BRICKENHURST, HENRY, Liverpool June 30 Peacock & Co, Liverpool

BROOMING, SAMUEL DASHPER, Devonport, Plymouth June 30 Gill, Devonport

BUNDY, KITTY HONEYWELL, Bevois Mount, Southampton June 19 Hassett & Co, Southampton

BUSHELL, BENJAMIN, Aston, Birmingham, Fender Maker June 21 Gateley & Sons, Birmingham

CHUTER, JAMES, Epsom, Surrey June 23 Reader, Strand

CLARKE, ELIZA, Hovingham, Nottingham June 22 Marriott, Nottingham

CLARKSON, GEORGE JAMES, Stockton on Tees, Patent Agent July 14 Faber & Co, Stockton on Tees

CRISP, ELIZA, Colne, Wilts June 11 Cole, Colne

DAINES, RICHARD BARRINGTON, Gravesend June 30 Boorman, Gravesend

DANIELL, FRANCES AURORA, Surbiton June 31 Torr & Co, Bedford row

DAWSON, ROBERT, Cambridge, Gardener June 26 Fraser & Woodgate, Wisbech

DIXON, JOSEPH, Windermere, Westmorland, Gardener June 30 Galey & Sons, Windermere

DONNE, ELIZABETH, Brighton June 30 Whites & Co, Budge row
EPSTEIN, JOSEPH HERMAN, Compayne gdns, West Hampstead June 30 Jacobs & Green
wood, New Broad st
GAUDIN, LITITIA MARIA, Eaton pl June 19 Thorold & Co, Regent st
GILBERT, JOHN HARLAN, Chorley, Lancs July 31 Shipman, Manchester
GILLIO, CHARLES ALVIN, Whitehall pl June 24 Edmonds, Norfolk st
GONNE, EMILY LOUISA, Roscombs, Bournemouth June 3 D'Angiban & Maim
Roscombs
GRAMHAM, ELIZA, Cambridge st, Eccleston sq June 9 Guillaume & Sons, Salt-
bury sq
GRATSON, MARY, Deepcar, Sheffield July 1 Dransfield & Ho'gkinson, Penistone, nr
Sheffield
HALL, AGNES, Freckleton, Lancs, June 11 Gaultier, Fleetwood
HAMPTON, WILLIAM ROBERTS, Fairfax rd, Hampstead June 25 Ransom, Queen
Victoria st
HEMSON, JOSEPH ALOYSIUS, Robins rd, Tooting June 25 Woodcock & Co, Blooms-
bury sq
HOWELLS, JOHN, Brighton June 24 Harker & Co, Brighton
HUGILL, MURIEL ISABEL, Hove, Suss x June 14 Hogwood & Dowsons, Spring gdns
JACKSON, EMERSON, Annfield Plain, Durham, Contractor June 2 Nicholson &
Martin, Stanley 80, co Dorham
JACKSON, THOMAS SEXTON, Belton, Lincoln, Farmer June 30 Allen, Doncaster
JAMESON, SAMUEL WATSON, Great Cumberland pl June 28 Payne, Basinghall st
JESSOP, HENRY JOHN, Margate, Hotel Proprietor June 18 Hutchinson & Co, Lincoln's
inn fields
JUBBER, WILLIAM WARD, North Finchley June 14 Smith & Co, Fenchurch blgls
LADBROGHE, HENRY, Crowborough, Sussex June 2 Ince & Co, Fenchurch st
LINDLEY, HENRY, Cardiff June 21 Horley, Cardiff
LLOYD, MAURICE BRICKDALE, Neville ter, Unslow gdns June 21 Simpson & Pown,
New Broad st
MARSON, HENRY, Tottenhall, nr Wolverhampton July 1 Thursfield, Birmingham
MARTINDALE-VALE, Major HENRY EDWARD, Coddington Court, Hereford June 15 R &
C Mansfield, Ledbury
MICHELL, TRYPHENA JANE, Marazion, Cornwall July 17 Hill, Penzance
MOORE, SARAH ANN, Hutton grove, North Finchley June 10 Withers & Co,
Arundel st
NEWCOMBE, JOHN, Montpellier rd, Queen's rd, Peckham June 24 Pearce & Nicholls,
Clement's inn
NORRIS, JANE, Halifax June 18 Marshall, Halifax
NORTHLAND, Viscount, Brytton sq June 30 Robb & Welch, Bedford row
PERRIER, WILLIAM RICHARD, Southampton, Builder June 24 Hallett & Martin
Southampton
POPE, ARTHUR JAMES, Wallington, Surrey June 25 Woodcock & Co, Bloomsbury sq
PRICE, ELIZABETH ELKAN, Llanvillo, Brecon June 8 Jeffries & Powell, Brecon
RANDALL, THOMAS, Stuston, Suffolk June 24 Warnes, Eye, Suffolk
REUTER, JOHANN, Liverpool June 17 Ellis, Liverpool
RICHMOND, STEPHEN, Northam, Northumberland June 24 Sander, on & Co, Berwick
upon Tweed
ROTHCHILD, EDGAR EDWARD, Ridge rd, Stroud Green June 24 Stooke-Vaughan &
Taylor, Great James st
ROYLE, JOHN, Heckmondwike, Wine Merchant July 1 Iveson & Co, Heckmondwike
RYLAND, CLARA, Harborne, Birmingham July 10 Hooper & Co, Birmingham
SANDERS, WILLIAM, Walsall, Electrical Engineer July 19 Evans & Son,
Walsall
SIMPSON, SARAH, Leeds June 30 Beaumont & Son, Leeds
SLADE, HILDA MARION MORRELL, Wargrave, Berks July 5 McKenna & Co, Basing-
hall st
SMITHURST, EDMUND Bury, Lancs July 3 Howarth & Son, Bury
SMITH, JOHN, Halifax July 1 Boden, Bury
STAFFORD, JOHN HENRY, Downes st, Peckham, Engineer June 24 Haxby & Co,
Leicester
TELFER, JAMES WILLIAM, Sheffield June 25 Machen, Sheffield
THOMAS, DANIEL, Cross Keys, Mon, Licensed Victualler June 21 Horley, Cardiff
TUNSTALL, SARAH ANN BOOTH, Albion rd, Stoke Newington June 21 H J & T Child, St
Paul's Bakehouse ct, Goddian st
VIGBERT, JOHN LEWIS, 140, Eastbourne June 21 Bridgman & Co, College hill
WALL, WILLIAM, Dudley, Worcester, Grocer June 11 Hooper & Fairbairn, Dudley
WALLIS, GEORGE, Cam ridge June 30 Whitehead & Todd, Cambridge
WARWICK, HORATIO SEYMOUR, Scarborough June 1 Fowler & Fowler, Leicester
WATSON, EMMA, Westbury, Wilts July 1 Hallett & Martin, Southampton
WESTLAKE, ROBERT WILLIAM, Cardiff, Grocer June 8 Westlake, Cardiff
WILCOCK, LOUISA LUCY, Exeter June 24 Daw & Son, Exeter
WILCOCKS, ROGER HENRY, College hill, Cannon st, Solicitor June 21 Bridgman & Co,
College hill
WYNN, ELIZABETH, Ainsdale, Lancs July 1 Mawdsley & Hadfield, Southport
WOODHEAD, WILLIAM ALFRED, Menston, York, Paper Merchant June 21 Moore &
Shepherd, Bradford
WOOLF, HERBERT WILLIAM, Powis gdns, Golder's Green June 30 Chamberlain & Co,
Stone bridge
WOOLCOTT, FANNY ELIZA, Bournemouth June 24 Emmet & Co, Bloomsbury sq
YATES, CATHERINE ANNE, Westwood, Leeds June 19 Beaumont & Son, Leeds

CORRECTION.

London Gazette—April 27.

MILLWOOD, WILLIAM, Savernake rd, Hampstead June 1 Stanley Evans & Co, 20
Theobalds rd, WU

HOME MISSIONS.

The ADDITIONAL CURATES SOCIETY provides assistant Clergy for the slums and poorer suburbs of large cities, and for mining and other industrial towns; in doing so it acts as a **CENTRAL AGENCY** for conveying help to those parts of the country where pressure is greatest. The Society's work is of very real importance at the present moment. It enables Churchpeople in any given part to send help to those needy places which are beyond the border of the Diocese in which they live, and therefore cannot be helped by their contribution to its Diocesan Finance. In this way, the A.C.S. is giving great help to the populous poor districts of South London and "London over the Border" to the Colliery regions of South Wales, and to parishes in the Black Country and the Staffordshire Potteries.

A.C.S. Office: 14, GREAT SMITH STREET, LONDON, S.W.

Bankruptcy Notices.

London Gazette—TUESDAY, May 18.

ADJUDICATIONS.

BASS, ADOLPH, Chiswell st, Fur and Skin Merchant
High Court Pet Mar 31 Ord May 13
BURROUGHS-FOWLER, WALTER JOHN, Green Croft gdns,
South Hampstead, Artist Aylesbury Pet May 13
Ord May 13
CRAM, THOMAS STUART, Dinas Powis, Glam, Decorator
Cardiff Pet May 13 Ord May 13
EMRLING, EDWIN, Lambourn, Berks, Grocer Newbury
Pet May 12 Ord May 12
EMONS, ALFRED, Canterbury rd, Kilburn, Draper High
Court Pet April 20 Ord May 15
FELIX, HUGO, Lancaster st High Court Pet Dec 29
Ord May 14
FISHER, PHILIP BARNETT, Shoot up Hill, Cricklewood,
High Court Pet May 4 Ord May 14
HARDY, HENRY, Nuneaton, Tobaccoist Coventry Pet
May 14 Ord May 14
HARRIS, ELAIN ROSE, Freemantle, Southampton,
Brighton Pet April 24 Ord May 13
HARRIS, FREDERICK, Margate, Butcher Canterbury Pet
May 14 Ord May 14

HATTON, MARJORIE, Buckingham Palace rd, Farnham sole High Court Pet Feb 27 Ord May 14
 HEWITT, JOHN EDWARD, Levenshulme, Lancs, Cloth Agent Manchester Pet Mar 31 Ord May 13
 HOLDROP, STEPHEN, Uxbridge, Nurseryman Windsor Pet April 23 Ord May 13
 JAMISON, JAMES ELLIOTT, Norwich rd, Forest Gate, Physician High Court Pet May 15 Ord May 15
 JEFFERSON, WILLIAM HENRY, Weydon, Devon, Clerk Newcastle upon Tyne Pet May 13 Ord May 13
 JONES, THOMAS, Abertawe, Denbigh, Grocer Bangor Pet Mar 11 Ord May 14
 KIPLING, GEORGE, Hockley, Essex, Poultry Farmer Cheshamford Pet April 9 Ord May 14
 MAHER, ALBERT HENRY, Worthing, Tea and Coffee Dealer Brighton Pet May 14 Ord May 13
 FERRYMAN, FRANK, Newton Abbot, Devon, Baker Exeter Pet May 13 Ord May 13
 PRIBSTLEY, GRACE, Bradford Bradford Pet May 15 Ord May 15
 RUSSELL, HORACE, Fox In, Palmer's Green Edmonton Pet May 13 Ord May 13
 SHOOT, ALBERT, Carre Abbas, Dorset, Mail Cart Contractor Dorchester Pet May 12 Ord May 12
 SMITH, JOSEPH, Cheltenham, Pony Carriage Proprietor Cheltenham Pet May 13 Ord May 13
 SWANN, FRANCIS, Scarborough, Saddler Scarborough Pet May 15 Ord May 15
 TIDBITS, WILLIAM DAWSON, Leek, Staffs, Land Agent Macclesfield Pet May 12 Ord May 12
 VEEHES, JOHN HAROLD ALPHONSE, Southport, Baker Liverpool Pet April 16 Ord May 13
 WATTS, ALFRED WILLIAM, Chesterfield, Derby, Innkeeper Chesterfield Pet May 13 Ord May 13
 WILLIAMS, RICHARD, Bodorgan, Anglesey, Farmer Bangor Pet May 14 Ord May 14
 WILSON, JOHN, and JOSEPH WILSON, Ashton under Lyne, Lancs, Tailors Ashton under Lyne Pet April 14 Ord May 13
 WRIGHT, ALICE, Ashton in Makerfield, Lancs Wigan Pet May 14 Ord May 14

London Gazette—FRIDAY, May 21.

RECEIVING ORDERS.

ALCOCK, URSHER WILLIAM, Green's rd, St John's Wood Grocer High Court Pet April 27 Ord May 18
 BAKER & WHITE, Sheffield, Coal Factors Sheffield Pet April 27 Ord May 17
 BAMBERGERS, JOSEPH JAY, Hallam st, Cinematograph Film Producer High Court Pet Mar 12 Ord May 11
 BLOOMBERG, HARRY ADOLPH, Netherwood rd, Shepherd's Bush, Dealer in Jewellery June 4 at 11 Bankruptcy b'dgs, Carey at
 CLARK, JAMES AMBROSE ROEMALE, Salisbury House, Tea Planter High Court Pet Jan 29 Ord May 18
 CLARKE, FERNANDO, Gerrard st, Westminster, Physician High Court Pet Mar 2 Ord May 17
 DRAPKIN, ALFRED, Manchester, Lancs, Tobacconist Manchester Pet April 23 Ord May 18
 FISHER, JOHN, Newcastle upon Tyne, Travelling Draper Newcastle upon Tyne Pet May 1 Ord May 17
 GAUNT, EDWIN, Kipkata, Woollen Merchant Leeds Pet May 17 Ord May 17
 HEAPS, ROBERT, Keighley, Yorks, Butcher Bradford Pet May 18 Ord May 18
 JUPP, JAMES, Thirsk rd, Tooting jun., Hall Keeper High Court Pet May 19 Ord May 19
 LEE, MOSES, Romola rd, Herne Hill High Court Pet May 17 Ord May 17
 McDONALD, EUGENE, Bedminster, Bristol, Credit Draper Bristol Pet May 19 Ord May 19
 MORTON, THOMAS HORACE, Oakham, Rutland, Organ Builder Leicester Pet May 18 Ord May 18
 MUNN, FREDERICK, Bedford, Baker Bedford Pet May 18 Ord May 18
 PAGE, G. Epsom, Hosiery Croydon Pet May 14 Ord May 14
 PHILBRICK, ERNEST F., Marlow rd, Kensington High Court Pet Mar 18 Ord May 6
 PROUT, FRANCIS, Jun, Plymouth, Devon, Grocer's Assistant Plymouth Pet May 17 Ord May 17
 RANGLLEY, WILLIE, Blackpool, Painter's Labourer Blackpool Pet May 18 Ord May 18
 READ, ALFRED, and GEORGE READ, Staincross, nr Barnsley, Motor Bus Proprietors Barnsley Pet May 19 Ord May 19
 RIBBONS, WILLIAM JAMES, Headingley, Leeds, Musical Instrument Dealer Leeds Pet May 18 Ord May 18
 RICHARDS, GEORGE HENRY, Chester, Tailor Chester Pet April 30 Ord May 17
 ROBERTS, JULIA LOUISA, Putney Wandsworth Pet May 19 Ord May 19
 ROBINSON, MARTIN, Kingston upon Hull Kingston upon Hull Pet May 17 Ord May 17
 SLADE, HENRY ROBERT HELYAR, Wellington, Salop, Dental Practitioner Shrewsbury Pet May 5 Ord May 15
 THOMAS, DAVID, Llanfair Caereinion, Montgomery, Draper Newtown Pet May 18 Ord May 18
 TRITSCHLER, WILLIAM, Bradford on Avon, Watchmaker Pontypriid Pet May 18 Ord May 18
 TURNER, WILLIAM HENRY, Bedford, China Dealer Bedford Pet May 18 Ord May 18
 TYRELL, LUKE, Nottingham, Journeyman Tailor Nottingham Pet May 17 Ord May 17
 UPTON, JOHN, Leeds, Fruiterer's Salesman Leeds Pet May 18 Ord May 18
 WADLEY, HARRY EDWIN, Layer Marney, Essex, Baker Colchester Pet May 18 Ord May 18

Amended Notice substituted for those published in the London Gazette of May 14:
 SOLE, JOSEPH ALLISON, Blackheath, Kent, Newsagent Greenwich Pet May 11 Ord May 11
 SCOTT, GERALD ANDREW, St Albans, Herts, Provision Dealer St Albans Pet April 23 Ord May 12

FIRST MEETINGS.

ALCOCK, URSHER WILLIAM, Green's rd, St John's Wood, Grocer June 3 at 12 Bankruptcy b'dgs, Carey at
 BLOOMBERG, HARRY ADOLPH, Netherwood rd, Shepherd's Bush, Dealer in Jewellery June 4 at 11 Bankruptcy b'dgs, Carey at
 CLARK, JAMES AMBROSE ROEMALE, Salisbury House, Tea Planter June 2 at 1 Bankruptcy b'dgs, Carey at
 CLARKE, FERNANDO, Gerrard st, Westminster, Physician June 4 at 12 Bankruptcy b'dgs, Carey at
 CRAW, THOMAS STUART, Dinas Powis, Glam, Painter May 31 at 3 Off Rec, 15, St Mary st, Cardiff
 GEORGE, WILLIAM JAMES, Ogmore, Vale, Glam, Draper May 28 at 3 Off Rec, 117, St Mary st, Cardiff
 GREEN, WILLIAM, Accrington, Engineer June 1 at 11 Off Rec, 13, Winckley st, Preston
 HARDY, HENRY, Nuneaton, Tobacconist May 31 at 11.30 Off Rec, 8, High st, Coventry
 HEAPS, ROBERT, Keighley, Yorks, Butcher May 28 at 11 Off Rec, 12, Duke st, Bradford
 HOLDROP, STEPHEN, Uxbridge, Nurseryman May 31 at 11.30 14, Bedford row
 JONES, THOMAS, Abertawe, Denbigh, Grocer June 2 at 12 Crypt chambers, Chester
 JUPP, JAMES, Thirsk rd, Tooting, Hall Keeper June 2 at 12 Bankruptcy b'dgs, Carey at
 KIPLING, GEORGE, Hockley, Essex, Poultry Farmer June 1 at 11 14, Bedford row
 LEE, MOSES, Romola rd, Herne Hill, June 2 at 1 Bankruptcy b'dgs, Carey at
 MAHER, ALBERT HENRY, Worthing, Tea and Coffee Dealer June 1 at 12 Off Rec, 12A, Marlborough pl, Brighton
 MORTON, THOMAS HORACE HAYDN, Oakham, Rutland, Organ Builder May 28 at 3 Off Rec, 1, Berridge st, Leicester
 NICHOLSON, JAMES HUDSON, Fleetwood, Lancs, Solicitor June 2 at 2 North Easton Hotel, Fleetwood
 PAGE, G. Epsom, Hosiery May 28 at 11 128, York rd, Westminster Bridge rd
 PEACOCK, HARRY GURST, Hastings, Licensed Victualler June 1 at 1 Off Rec, 12A, Marlborough pl, Brighton
 PODGER, JAMES, Bromley, Kent, Builder May 28 at 12 132, York rd, Westminster Bridge rd
 RICHARDS, GEORGE HENRY, Chester, Tailor June 2 at 12.30 Crypt chambers, Chester
 ROBINS, N. MARTIN, Kings on upon Hull June 1 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
 ROWLANDS, WILLIAM WALTER, Haverfordwest, Painter May 29 at 11.45 Temperance Hall, Pembroke Dock
 RUSSELL, HORACE, Fox In, Palmer's Green May 31 at 11 14, Bedford row
 SCOTT, GERALD ANDREW, St Albans, Herts, Provision Dealer June 1 at 11.30 14, Bedford row
 SHEA, ARTHUR, East Finchley, Tailor June 1 at 12 14 Bedford row
 SLADE, HENRY ROBERT HELYAR, Wellington, Salop, Dental Practitioner June 5 at 11.30 Off Rec, 22, Swanhill, Shrewsbury
 SWANN, FRANCIS, Scarborough, Saddler June 1 at 4 Off Rec, 48, Westborough, Scarborough
 THOMAS, DAVID, Llanfair, Caereinion, Montgomery, Draper June 5 at 12.30 Off Rec, 22, Swanhill, Shrewsbury
 TIDBITS, WILLIAM DAWSON, Leek, Staffs, Land Agent May 28 at 2.30 Off Rec, 23, King Edward st, Macclesfield
 TRITSCHLER, WILLIAM, Bradford on Avon, Watchmaker June 4 at 11.30 Off Rec, St Catherine's chambers, St Catherine st, Pontypriid
 TUTT, GEORGE BETHENGO, and BERTRAM GEORGE HOWARD TUTT, Burkhamsrad, Herts, Builders May 31 at 12 1 St Aldates, Oxford
 WILLIAMS, RICHARD, Bodorgan, Anglesey, Farmer May 31 at 1.30 The British Hotel, Bangor
 WRIGHT, ALICE, Ashton in Makerfield, Lancs May 31 at 11.30 Off Rec, 19, Exchange st, Bolton

Amended Notice substituted for that published in the London Gazette of May 14:

JENKINS, JOHN HOWELL, Pontypriid, Glam, Haberdasher May 28 at 11.15 Off Rec, St Catherine's chambers, St Catherine st, Pontypriid

ADJUDICATIONS.

BLOOMBERG, HARRY ADOLPH, Netherwood rd, Shepherd's Bush, Dealer in Jewellery High Court Pet April 23 Ord May 19
 CLARKE, GEORGE FERNANDO MITCHELL, Gerrard st, Westminster, Physician High Court Pet Mar 2 Ord May 18
 GAUNT, EDWIN, Leeds, Woollen Merchant Leeds Pet May 17 Ord May 17
 HEAPS, ROBERT, Keighley, Butcher Bradford Pet May 18 Ord May 18
 JUPP, JAMES, Thirsk rd, Tooting Junction, Hall Keeper High Court Pet May 19 Ord May 19
 KOSKY, MILLY, Strand High Court Pet Feb 23 Ord May 19
 MORTON, THOMAS HORACE HAYDN, Oakham, Rutland, Organ Builder Leicester Pet May 18 Ord May 18
 MOSES, ALFRED, Cophall av High Court Pet Mar 17 Ord May 18
 MUNN, FREDERICK, Bedford, Baker Bedford Pet May 18 Ord May 18
 PAGE, G. Enmore rd, South Norwood, Hosiery Croydon Pet May 14 Ord May 14
 PEACOCK, HARRY GURST, Hastings, Licensed Victualler Hastings Pet May 19 Ord May 17
 PROUT, FRANCIS, Jun, Plymouth, Grocer's Assistant Plymouth Pet May 17 Ord May 17
 RANGLLEY, WILLIE, Blackpool, Painter's Labourer Blackpool Pet May 18 Ord May 18
 READ, ALFRED and GEORGE READ, Staincross, nr Barnsley, Motor Bus Proprietors Barnsley Pet May 19 Ord May 19
 RIBBONS, WILLIAM JAMES, Headingley, Leeds, Leeds Pet May 18 Ord May 18

ROBERTS, JULIA LOUISA, Hotham rd, Putney Wandsworth Pet May 19 Ord May 19
 ROBINSON, MARTIN, Kingston upon Hull Kingston upon Hull Pet May 17 Ord May 17
 SHEA, ARTHUR, East Finchley, Tailor Barnet Pet April 30 Ord May 19
 THOMAS, DAVID, Llanfair Caereinion, Montgomery, Draper Newtown Pet May 18 Ord May 18
 TRITSCHLER, WILLIAM, Bradford on Avon, Watchmaker Pontypriid Pet May 18 Ord May 18
 TURNER, WILLIAM HENRY, Bedford, China Dealer Bedford Pet May 18 Ord May 18
 TYRELL, LUKE, Nottingham, Journeyman Tailor Nottingham Pet May 17 Ord May 17
 UPTON, JOHN, Leeds, Fruiterer's Salesman Leeds Pet May 18 Ord May 18
 WADLEY, HARRY EDWIN, Layer Marney, Essex, Baker Colchester Pet May 18 Ord May 18
 WILSON, ERNEST GEORGE, Old at High Court Pet Mar 31 Ord May 18

ADJUDICATION ANNULLLED.

ROGERS, WILLIAM NICHOLAS, St Agnes, Cornwall, Farmer Truro Adjud July 15, 1908 Annual May 18, 1915

London Gazette.—May 25

RECEIVING ORDERS.

ASHMAN, ARTHUR ERNEST, and ARTHUR JONES, Cwm, Mon, Grocers Tredgar Pet May 17 Ord May 17
 COLLAOOTT, JAMES GEORGE, Pontyrryl, Glam, General Dealer Cardiff Pet May 19 Ord May 19
 JONES, HERBERT STANLEY, Winton, Bournemouth, Physician Poole Pet Jan 7 Ord May 31
 KIRK, WILLIAM HARR, Boston, Lincs, Fish Dealer Boston Pet May 20 Ord May 20
 KING, J. T. HALPIN, Dartmouth Plymouth Pet May 7 Ord May 21
 MAWDSLEY, Z (Male), Clayton le Moors, nr Accrington, Cotton Mill Proprietor Blackburn Pet April 29 Ord May 12
 OLIVER, EDWARD, Meifod, Montgomery, Builder Newtown Pet May 21 Ord May 21
 SABLEVSKY, Mr, Myddelton sq, Finsbury, Tobacconist High Court Pet April 30 Ord May 20
 SCOTT, THOMAS ALFRED, Sheffield Sheffield Pet May 21 Ord May 21
 SUTTON, FRANK, and ALICE EMMA SUTTON, Bedford, Fancy Drapers Bedford Pet May 20 Ord May 20

FIRST MEETINGS.

ASHMAN, ARTHUR ERNEST, and ARTHUR JONES, Cwm, Mon, Grocers June 2 at 11 Off Rec, 144, Commercial st, Newport, Mon
 BAMBERGERS, JOSEPH JAY, Hallam st, Cinematograph Film Producer June 1 at 13 Bankruptcy b'dgs, Carey at
 FISHER, JOHN, Newcastle upon Tyne, Travelling Draper June 4 at 11 Off Rec, 80, Mosley st, Newcastle upon Tyne
 GAUNT, EDWIN, Leeds, Woollen Merchant June 1 at 11 Off Rec, 24, Bond st, Leeds
 READ, ALFRED, and GEORGE READ, Staincross, nr Barnsley, Motor Bus Proprietors June 2 at 10.30 Off Rec, County Court Hall 1A, Regent st (Eastgate entrance), Barnsley
 ROBERTS, JULIA LOUISA, Hotham rd, Putney June 2 at 11 132, York rd, Westminster Bridge rd
 SABLEVSKY, Mr, Myddelton sq, Finsbury, Tobacconist June 3 at 13 Bankruptcy b'dgs, Carey at
 TYRELL, LUKE, Nottingham, Journeyman Tailor June 2 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 UPTON, JOHN, Leeds, Fruiterer's Salesman June 1 at 11.30 Off Rec, 24, Bond st, Leeds
 WATTS, ALFRED WILLIAM, Chesterfield, Innkeeper June 2 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 YOXALL, WILLIAM ARNOLD, Ashton under Lyne June 2 at 5 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ASHMAN, ARTHUR ERNEST, and ARTHUR JONES, Cwm, Mon, Grocers Tredgar Pet May 17 Ord May 17
 BAMBERGERS, JOSEPH JAY, Hallam st, Cinematograph Film Producer High Court Pet Mar 12 Ord May 21
 CLARK, JAMES AMBROSE ROEMALE, Salisbury House, Tea Planter High Court Pet Jan 29 Ord May 23
 COLLAOOTT, JAMES GEORGE, Pontyrryl, Glam, General Dealer Cardiff Pet May 19 Ord May 19
 FOLLIOTT, CHARLES, Feenichur st, Merchant High Court Pet July 15 Ord May 21
 GRAY, JOHN PERRY, Gosport, Hants, Grocer Portsmouth Pet April 22 Ord May 18
 KIRK, WILLIAM HARR, Boston, Lincs, Fish Dealer Boston Pet May 20 Ord May 20
 KIRK, ETHEL FRANCES, Berkeley st High Court Pet April 16 Ord May 22
 MAWDSLEY, ZACHARIAS, Clayton le Moors, nr Accrington, Cotton Mill Proprietor Blackburn Pet April 29 Ord May 22
 OLIVER, EDWARD, Meifod, Montgomery, Builder Newtown Pet May 21 Ord May 21
 REILLY, KATE, Whitcomb House, Whitcomb at High Court Pet 8.30 18 Ord May 20
 SCOTT, THOMAS ALFRED, Sheffield Sheffield Pet May 21 Ord May 21
 SUTTON, FRANK, and ALICE EMMA SUTTON, Bedford, Fancy Drapers Bedford Pet May 20 Ord May 20

ADJUDICATION ANNULLLED.

PHIPPS, ROBERT, Cardiff, Fish Dealer Cardiff Adjud June 18 Annual April 16

ORDER ANNULING, REVOKING, OR RESCINDING ORDER.

LAUNDER, MARY CATHERINE VAUGHAN, Coal Cofn, Tregare, Mon Gloucester Rec Ord Mar 1 Annual, Rev, or Resc May 11

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